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ANNUAL REPORT

OF THE

STATE BOARD OF CONCILIATION AND ARBITRATION

FOR THE YEAR ENDING DECEMBER 31, 1914

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The State Board of Publication.

WILLARD HOWLAND, Chairman.

CHARLES G. WOOD.

FRANK M. BUMP.

BERNARD F. SUPPLE, Secretary,

Room 128, State House, Boston.

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TWENTY-NINTH ANNUAL REPORT.

To the Senate and House of Representatives in General Court assembled.

A review of the Board's activity in the year 1914 is submitted. Whether the organization of industry is beneficial or injurious; whether the strike or lockout is necessary or the trade agreement important; and whether adequate means exist for the peaceful adjustment of labor disputes, are questions which, if kept open in other quarters, are conclusively answered in Massachusetts by the controversies decided, the agreements induced and the hostile acts prevented. Seven hundred and fifty items of labor have occupied the Board's attention, 640 of which are stated in the decisions now reported. The remainder, involving 12 employers and thousands of workmen in actual or threatened strike or alleged lockout, were adjusted mutually after private conference or public hearing, in every instance without violence.

The statutes of 1913 and 1914 increased the powers and duties of the Board by defining more clearly the obligation of investigating controversies which threaten industrial peace, and by imposing on employers and employed "the duty to give notice to the State Board before resorting to strike or lockout." Antagonists, refraining from a friendly meeting lest it be deemed a weakness, have been rendered more

amenable to the Board's persuasion when shown their duty under the statutes. The opportunity for adjusting disputes without incurring loss of wages, disturbing normal production or causing public inconvenience or abnormal expense to the Commonwealth has been greatly enlarged thereby. Having maintained or restored peace for a time in a given case, the adjustment tends to become permanent and to extend its sphere of activity and influence. The acquired habit of negotiation leads to permanent peace as expressed in a trade agreement, and this in turn becomes a model for the men and managers of other industries. Without the security thus afforded, one party or the other may on slight occasion attempt to compel the adoption of his purpose. Hardship, mental anguish and physical suffering, and waste in profits, wages and product, result to the parties, while the expense of enforcing order becomes a public burden. No accurate compilation can be made of the waste and expenditure, but a conservative appreciation of the saving effected by the legislation of 1913 and 1914 runs to millions of dollars. A year ago this legislation was made known to the public by the Board's advertising in the daily papers. The result was many inquiries from employers and employees in Massachusetts. The Board's belief that this method of publication is one of the most effective means of informing managers and workers of their duty, has been confirmed by trade agreements resulting in 11 known cases and a movement for a permanent peace contract in several others.

The number of peaceful controversies that never attract attention must be very large, and those which come to notice are relatively few. Parties at variance, who decline arbi-

tration and conciliation, are liable to investigation with a view to assigning blame where it belongs, if the controversy is not speedily brought to an end. Hearings for the purpose have been held on 26 occasions, and the parties have been duly advised. In some instances reports were made, as will be found in the following pages, and in all these cases the final outcome was peaceful relations. Such hearings, it will be seen, average one every fortnight of the year. In view of the fact that there are about 240 industries and 83,000 employers in the State, it is surprising that the number of controversies that attract public attention in one way or another is so very small.

Six hundred and forty matters in dispute — any one of which might have been the occasion of a strike — are distributed through the 147 controversies considered by the Board, 4 of which came down from 1913, and 143 were submitted during the year just past. Of these, 9 are still pending, and 2 were adjusted by reconciling the parties. The Board's findings in 133 controversies were published in 114 awards and 1 report, accepted by both parties; there were also 3 decisions in which the Board ruled that the business in question was being conducted normally. Statements of these determinations and the principal conciliations effected, and of cases where the Board intervened with the purpose of inducing a mutual settlement or of publishing the facts, are set forth in the pages which follow.

The work of this Board has from year to year increased in volume and importance to the industries of the Commonwealth, while the salaries of its members have not been increased for more than ten years, and in consequence of duties

imposed by recent enactments it requires the whole time of its members.

The Board respectfully requests that the salaries paid to its members be considered by the Legislature, and that the same may be established in accordance with the terms of a bill herewith submitted: —

AN ACT TO ESTABLISH THE SALARIES OF THE MEMBERS OF THE STATE BOARD OF CONCILIATION AND ARBITRATION.

Be it enacted, etc., as follows:

SECTION 1. The annual salaries of the members of the state board of conciliation and arbitration shall be at the rate of four thousand five hundred dollars each and the annual salary of the secretary shall be at the rate of two thousand dollars.

SECTION 2. This act shall take effect upon its passage.

REPORTS OF CASES.

REPORTS OF CASES.

E. L. ROWE & SON, BENJAMIN H. COLBY, CUNNINGHAM & THOMPSON COMPANY, HOWARD F. LUFKIN, MANUEL SIMMONS, SYLVANUS SMITH & CO. — GLOUCESTER.

The agreement of September 10, 1910, in the Gloucester sailmaking industry was to remain in force until changed by common consent after three months' notice of a desire to do so, to be given by either party. On June 14, 1911, E. L. Rowe & Son requested the journeymen's consent to make no change in the labor cost of sailmaking until the completion of a contract with the government of Argentina for the fitting out of a battleship, the "Rivadavia." On the following day, the journeymen gave a favorable reply and afterwards claimed that the concession related to the Argentine contract only. The firm claimed the concession for all other work performed in the sail-loft while fitting out the Rivadavia. This misunderstanding was the subject of debate from time to time during the following twenty-six months.

On January 13, 1913, the journeymen notified the master sailmakers of desire to change, and six months later they specified their desires substantially as follows: to reduce the number of hours in a day's work from 10 to 9; to make Saturday a half holiday; to establish the 44-hour week and to increase the rates of pay from 33⅓ cents to 45 cents an hour for work on secular days, while for work performed on Sundays and holidays, the desired rates ranged from 50 per cent. to 100 per cent. extra. The workmen acted with deliberation.

On July 30 E. L. Rowe & Son declined to consider any change pending the completion of the contract with Argentina in view of the concessions of twenty-five months before.

A strike occurred on Monday, August 4, 1913. Twenty-seven sailmakers quitted the employ of E. L. Rowe & Son, and about 25 likewise left the sail-lofts of Manuel Simmons, Howard F. Lufkin, Benjamin H. Colby, Cunningham & Thompson Company and Sylvanus Smith & Co. Some of these employers, who made sails for their own use solely, had enough sails in stock, and could suspend the work of their lofts. Others competing for orders sublet the work to contractors in other places.

The Board endeavored to compose the differences, but the year 1913 came to an end with no change in the parties' attitudes. The main difficulty was that of E. L. Rowe & Son, and it appeared that settlement of that case would be adopted by the proprietors of other sail-lofts. This corporation was active in newer departments of the business unaffected by either the strike or the traditions of seafaring men, where canvas products were made at a smaller labor cost than that of sails. Since awnings were stitched by machine, it would seem that sails might be so made in Gloucester as elsewhere. The journeymen, confiding in the reputation of hand-sewed Gloucester sails, refused to consider the machine operator in any sense their competitor. In January, 1914, the fifth month of the strike, strenuous efforts were made by the American Federation of Labor to put an end to the controversy. The Board brought about conferences in Gloucester, but the parties were unable to agree. The legislative committee on labor voted to give a hearing on Monday, February

2, 1914, but on the representation of Mr. Lyle, a member from Gloucester, further action was suspended until a conference before this Board, assigned to the same day at the State House.

A committee of three of the Gloucester journeymen with Frank H. McCarthy of Boston, general organizer for the American Federation of Labor, appeared at the Board room on February 2 for conference with Messrs. Rowe, Colby and Simmons of the three sail-lofts which were affected by market conditions. The four other establishments were mainly concerned in fishery, and made only such sails as their own fleets required. No agreement was reached, and E. L. Rowe & Son reported by letter on February 4 that there were no elements of the controversy that they desired to submit to arbitration. The Board gave public hearings at Gloucester on February 19 and 20. On March 2, 2 sailmakers returned to work at the Colby loft, and 3, including the president of the union, returned to E. L. Rowe & Son. Interviews were made with the journeymen who remained out, and the Board advised them to abandon their contention; but they would not do so, in view of the employment of sailmakers obnoxious to them.

Frank H. McCarthy having on April 6 requested further mediation at Gloucester, the Board found nothing to warrant a hope of change in the employers' attitude. The strike had lasted eight months and five days before the workmen despaired, and then they declared it off. Once returned to their former employment, the journeymen sailmakers in the loft of E. L. Rowe & Son were granted some concessions which they had ceased to expect, and there has been no appearance of discontent since then in any of the lofts.

WHITE-WARNER COMPANY — TAUNTON.

On December 24, 1913, the White-Warner Company of Taunton shut down its foundry according to a semiannual custom; five moulders were dismissed and the other moulders were expected to return at the end of the shutdown. The men were of opinion that the dismissal was due to activity in the business of the moulders' union. When the works reopened on January 5, 1914, the moulders remained out, and sent a committee to demand the reinstatement of the dismissed men. The company refused to reinstate the men in question, whereupon the moulders voted to strike, and none would return.

A hearing was given on January 10 at Taunton, and the Board in conclusion rendered the following opinion: —

The controversy grew out of an order issued on December 24, when the plant shut down for the usual Christmas vacation, by which five moulders, including two members of the shop committee of the moulders' union, were laid off. The employees, members of the International Iron Moulders' Union, claimed that the men were dismissed from the employ of the company because of their activities in union matters. The employer claimed that the men were laid off because the condition of the business demanded it, and that he was well within his rights in curtailing expenses. When the plant resumed operations on January 5, the moulders did not return to work, a committee representing them having in the meantime requested the employer to reinstate the five men laid off on December 23, and the employer declined to do so. The Board, in pursuance of statute providing for investigating strikes and lockouts and ascertaining which party is responsible for the cause and continuance of the same, has ascertained that the opportunity for employment is open to the striking employees and that the employer is willing to take back any of the five men laid off on December 5 as soon as the

volume of work increases, when they apply for work. The Board finds that the parties were working under an agreement between the Stove Founders' National Defence Association and the International Moulders' Union of North America, in force on January 5 when the men stayed out of the factory. The agreement provided in clause 1 that arbitration should be the means of settlement in any dispute which the parties could not adjust themselves, and the agreement provided adequate methods for arbitrating any dispute between the parties. Clause 3 of the agreement specifies that, pending adjudication by arbitration, "neither party to the dispute shall discontinue operations but shall proceed with business in the ordinary manner."

The Board finds that the employer and employees were working under an agreement which was in force at the time the controversy started and is in force now, and that the action of the employees in going on strike was a violation of clause 3. The Board regards a working agreement between employer and employees as one of the safest methods of providing enduring industrial peace; it is a safeguard to the community and a proper means to secure peaceful relations between the employer and employees, and in case of a violation the Board does not hesitate to make it a matter of reprimand. A party who violates an agreement infringes not only the law but his duty to the public. A body of employers or workmen that permits a member to break an agreement disturbs the whole structure of organized labor. One of the greatest assets of organized labor is the capacity of keeping its contracts. The Board finds that in violating the existing contract the employees have committed a breach of industrial peace, and recommends that they return to work as early as possible, and further recommends that, in view of all the facts, the employer take back the men and give them opportunity of reemployment.

On January 15 the moulders announced their willingness "to return to work with just as many men as the firm deems fit," and the superintendent expressed his willingness to take them back "just the way they went out with the exception of the five men that were laid off until business

recommends their coming back." The controversy was officially determined by means prescribed in the existing "Conference Agreements," when on January 17 the following settlement was reached: —

It is hereby agreed that as many of the moulders as the company desires shall return to work to-day. The company agrees that work will be given the five moulders who were laid off December 24, 1913, on or before January 27, 1914. It must be understood that in the future the company and the moulders will see that the conference agreements are rigidly adhered to.

THOMAS J. HOGAN, *Secretary,*
Stove Founders' National Defence Association.
M. J. KEOUGH, *Vice-President,*
International Moulders' Union of North America.

HENDEE MANUFACTURING COMPANY — SPRINGFIELD.

On January 5 there was a strike of polishers at the motorcycle factory of the Hendee Manufacturing Company in Springfield. The following report was published on February 3: —

Report of the State Board of Conciliation and Arbitration in the matter of the controversy at Springfield between the Hendee Manufacturing Company and 134 employees in the polishing department of the industry.

Pursuant to the provisions of section 11, chapter 514 of the Acts of 1909, the Board investigated the cause of the controversy with the view of ascertaining which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and makes its report finding such cause and assigning such responsibility or blame.

The inquiry began at Springfield on January 20 and closed on January 28. Nine sittings of the Board were held. Thirty-seven witnesses were sworn and the testimony presented has been noted in the Board's records, together with seventeen exhibits comprising

letters, documents, payroll slips and other data pertinent to the matters in controversy.

From the testimony adduced it was shown that on or about October 26, 1912, an agreement was entered into between the Hendee Manufacturing Company and its employees in the polishing department, and signed by the authorized representatives of the employer and employees. This agreement provided for the rate of wages to be paid for labor and for conditions of employment under which the work should be performed, and was in force for one year, which ended October 26, 1913. In compliance with a clause in this agreement which gave to either party the right to notify the other of a desire to change or terminate the agreement thirty days before its expiration, R. W. Ellingham, works manager of the Hendee Manufacturing Company, on or about September 24, 1913, called together a committee representing the employees and gave notice that the company would not renew the agreement on its expiration, giving as a reason therefor that a signed agreement was objected to by the employees in other departments of the industry who did not enjoy the protection afforded by such an instrument.

On or about the same date the works manager caused to be posted in the polishing department the following notice:—

Notice. — Piecework prices will remain the same in this department until July 1, 1914, unless the method or finish is changed.

Per R. W. Ellingham, *Works Manager.*

September 24, 1913.

Mr. Ellingham testified that he assured the employees that there would be no change in the wages or prices paid for the work as it was performed after the agreement expired, and the Board is of opinion that the employees were justified in believing that no change would be made.

About the time of the expiration of the agreement, certain work known as rough-polishing was removed from the main polishing department to a new department, referred to by both parties as the rough-polishing department, and there performed by employees other than those employed in the main polishing department, and at a price lower than the prices prevailing in the main polishing department. The removal of the rough-polishing work did not cause the dismissal of any employee or cause a change in the wage estab-

lished in the main polishing department. Work was provided in such quantities that the workmen there employed were able to earn the same wage as had prevailed before the rough-polishing work was transferred to the new department. About five men were employed in the new department when the work was introduced there, and this number was steadily increased. When the strike took place on January 5, about twenty-five men were employed. The polishers in the main polishing department contended that the work in the new department was a part of the polishing trade and that the prices paid for the work as there performed should be the same as those paid in the main polishing department, from which the rough-polishing work had been removed.

The polishers in the main department expressed their fear that it was the intention of the employer ultimately so to subdivide the trade of polishing and to fix therefor two standards of wages, and inaugurate a system which might lead to the transfer of a substantial portion of the polishing in the main department to the rough-polishing department, that by this means the volume of work to be performed in the main polishing department would be seriously reduced.

During the inquiry the Board made an examination of the main and rough-polishing departments. In the opinion of the Board the efficient conduct of the industry and the processes of production justified the establishment of the rough-polishing department. The testimony presented and the Board's observation of the conditions in these departments warrant the opinion that there is no material difference in the method in performing the work in either department, except on one part designated as footboards. The prices for performing the operations on the parts which were transferred to the rough-polishing department were fixed by the employer. The contention of the employees that the change of prices contrary to the posted notice above referred to was a violation of the promise of the employer to them, is sustained.

On or about October 10 a committee representing the employees conferred with the works manager in relation to the making of a new agreement. These conferences were continued until December 15, when the employees presented for the consideration of the employer a proposed agreement containing fourteen requests, which contemplated an increase in wages and changes in working conditions. The employer replied that the request so presented would not

be considered. The employees sought the assistance of the executive officers of the organization with which they were affiliated, and on or about December 21 Timothy M. Daley of New York and John J. Flynn of Brooklyn came to Springfield and conferred with Mr. Ellingham. They were advised by him to confer with Francis F. Squire, secretary of the local branch of the National Metal Trades Association, of which the Hendee Manufacturing Company was a member. Conferences were held between the representatives of the employees and Mr. Squire, and a further conference was held between Mr. Ellingham and a committee of the employees, but the parties did not succeed in composing their differences.

On Saturday, January 3, the employees were instructed by Mr. Flynn to perform three hours' work on Monday forenoon. On Sunday, January 4, John E. Fitzgerald and Mr. Flynn, representing the employees, conferred with Richard D. Reed of Westfield, Mass., a member of the executive committee of the local branch of the National Metal Trades Association, for the purpose of enlisting his good offices in securing a further conference. Such a conference was arranged for and was to be held at 2 o'clock on Monday, January 5, at the office of Mr. Squire in Springfield.

At 10 o'clock on that date the employees, not having heard from Mr. Flynn, ceased work but remained at their jacks. About 10.15 o'clock the works manager, Mr. Ellingham, and the superintendent, Theron M. Loose, came into the department and inquired why the men had ceased work. They were informed that the employees were waiting for orders or instructions from their international officers. Mr. Ellingham directed them to "go to work or go home." The employees left the factory in a body.

The employees ceased their employment at 10 A.M. on January 5, and this concerted cessation of employment constituted a strike. The Board finds that the action of the employees in going on strike while a peace conference was pending was a violation of that good faith which should be maintained between parties while endeavoring to accomplish an amicable settlement of the existing controversy. The Board further finds that the employees in so striking before having availed themselves of the provisions of the statute, sections 11 and 12, chapter 514, Acts of 1909, are blameworthy in so doing.

The Board endeavored to learn the attitude of the parties upon the question of submitting the existing controversy to arbitration, provided the employees returned to work under the terms and con-

ditions that existed at the time of the strike. The employees assured the Board through their representatives that they were willing to resume their employment and would then be willing to submit the questions involved in their requests to arbitration.

The employer declined to join with the employees in a submission of the controversy to arbitration. The Board finds that the attitude of the employer is not one which makes for industrial peace and that he is responsible for the continuance of the strike.

In the course of the investigation it appeared that the employer was a member of an association of employers designated as the National Metal Trades Association, engaged in kindred industry. The "Declaration of Principles" as stated in the book defining the relation of the members of the Metal Trades Association, appears to be a contract between the several members of that association, but it does not appear that it is a contract to which the employees are a party. It nevertheless defines the policy by which members of the association have agreed to be controlled.

It therefore seems that the course of dealing contemplated by members of the association is this, so far as it relates to industrial controversies: in the event of a disagreement relative to wages or conditions of work, it seems to be the duty of the employer as a member of the association to request the employees to join in the form of arbitration defined by the rules of the association, and thereupon to submit the questions for determination to a board consisting of three arbitrators, to be named by each of the parties to the controversy, and to submit to the decision of the arbitrators so chosen.

As the employees are not parties to the agreement existing between the members of the association, it is evident that it was incumbent upon the employer in the performance of his duty to other members of the association to call to the attention of the employees the provisions of the agreement to submit matters in controversy to arbitration in accordance with the form proposed. This failure to do so was a violation of the contract with the association.

The contention of the employer that the fourteen requests contained in the proposed agreement submitted by the employees, taken as a whole, were not subject to arbitration, does not warrant the refusal to arbitrate those questions which are conceded by the employer to be proper subjects of arbitration. Nine of the requests were proper subjects of arbitration as defined in the "Declaration of Principles" of the National Metal Trades Association.

The interest of the people of the Commonwealth in the settlement of industrial disputes by the peaceful processes of arbitration is evidenced by the laws which have been enacted by the Legislature to assist in the accomplishment of this result, and it ought not longer to be said that in industrial controversies there is "nothing to arbitrate."

The Board recommends that the employees immediately seek to return to their former positions and occupations and that the employer receive them back under the same conditions as prevailed before the strike took place; that the conference which was interrupted on that date be resumed and continued until the parties have accomplished an amicable settlement or referred the matters remaining undetermined to arbitration, either according to the plan of the National Metal Trades Association or by a local board established in accordance with the law, or by the State Board.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

After some hesitation the recommendations were substantially adopted, and friendly relations were resumed which have since continued.

AMERICAN PRINTING COMPANY — FALL RIVER.

About 1,500 employees of the American Printing Company at Fall River were thrown out of work on January 5 by a strike of 89 folders and hookers, 42 of whom were girls, who sought an increase in pay and claimed that the president of their union was unjustly discharged. The employer alleged that the discharge was due to neglect of duty. Immediately after the strike the company expressed a willingness to take back three-fourths of the help pending a mutual adjustment. Some strangers were hired. Several conferences were had with a view to composing the difficulty by agreement, but since no agreement appeared possible, a hearing was given by the Board on the 20th with a view to ascer-

taining which party was the more blameworthy. The employer refused to submit the dispute to arbitration. On the 23d of January the employer offered to take all the strikers back and to confer with them on points of controversy after they had returned to work. The parties, incited thereto by the Board's activity, met or communicated with one another several times for the purpose of a settlement; but they failed to agree. The reinstatement of the president of the union was ultimately lost sight of, and the question was whether wages should be increased. This was refused by the company even when the demand had been lessened. It was a textile strike with all the customary incidents, but without violence; the employment of pickets and policemen in the neighborhood of the work was resorted to by the respective parties.

On the 31st some 30 or more tiers employed in the folding and packing departments were discharged for an alleged attempt to interfere with the work of folders and hookers who had been hired in the place of those who struck on the 5th. This and the desertion of a large body of strike-breakers, so called, left the two departments on January 29 depopulated. On that day about nine hooker girls returned to work in the automobiles of the company, and the so-called automobile parties became a "feature" morning and evening for several days. Other strike-breakers were put to work on February 2, when 25 folding machines were said to be in operation.

A proposed appointment of persons skilled in and conversant with the work in question to assist the Board was carefully considered and abandoned by reason of the fact that

the employer resolved to change the system. On February 4 the Board sent the following letter to both parties: —

Mr. Nathan Durfee, *Assistant Treasurer, American Printing Company,* and Mr. Albert Hibbard, *representing Striking Employees in the Folding Department.*

Gentlemen: — In the matter of the controversy between the American Printing Company and its employees in the folding department of the industry, both parties have responded to the Board's letter of January 20, inviting each to nominate some person skilled in and conversant with the trade of folding, to act as expert in making an examination of the work as performed and the wages paid in the factory in which the controversy exists, for the purpose of comparison with conditions and wages prevailing in competing establishments.

It appears, however, that the company contemplates installing a system which will change the method of payment from piece to that of yardage. As this will be a radical departure from the system in vogue, the Board is of opinion that an investigation by experts would better be postponed until the changes have been made. If any dispute arises after the new system has been installed, an examination by experts can go forward upon the petition of either party or both parties in compliance with sections 12 and 13, chapter 514 of the Acts of 1909.

Therefore the Board recommends that the striking employees immediately seek to return to their former positions and that the employer take them back without discrimination. A reasonable length of time should be given the employer to inaugurate the yardage system and make a fair test of the method. The parties should embrace the opportunity thus afforded them to accomplish by conference an amicable settlement of their difference.

Yours respectfully,

Bernard F. Supple, *Secretary.*

The company responded by a letter assuring the Board: "We will gladly re-employ any and all of our former employees entirely without discrimination, as far as we can find work for them. We feel confident of our ability to make

the new system which we contemplate installing mutually satisfactory to our employees and to ourselves."

On February 11 the strike was declared off by vote of the folders and hookers to return to work under the terms of the Board's recommendation. At one time or another during the next few weeks the Board was notified of some dissatisfaction, but found the workers willing to accept advice; in view of improved conditions there was no motion to strike. On March 6 Mr. Bump of the Board investigated at Fall River certain claims of discrimination as stated by the agent of the folders and hookers. He recommended tact, forbearance and the ignoring of minor grievances since such are to be found in even the best-intentioned efforts to readjust. The advice was accepted and the difficulty did not recur.

STEAMFITTERS — WORCESTER.

At the beginning of the year difficulties arose in the steamfitting industry at Worcester, which required the Board's mediation from time to time for eight months. The agreement of January 12, terminating the controversy of the preceding year, as stated in the report of this Board for 1913, page 128, contained a preference clause which the workmen in interest claimed had been disregarded. By Article VII. of the agreement, the right of the employer to hire competent help was restricted only by the preference assured to members of Local Union No. 408. Under its terms any member of Local No. 408, ready and competent, should be given the opportunity to perform the work unless a more competent person were ready at the time to undertake it. The burden upon

the employer in the case of William E. Farmer was to show that the man employed was more competent to perform the work than any member of Local No. 408 who might be ready to accept that employment. There was not sufficient evidence of a breach of the agreement, but the facts as stated by the parties seemed to sustain the claim that the employment of a workman named Riley was not sanctioned by the contract. The claim was disputed by the employer and the question was eminently proper to be determined by the methods of arbitration, as provided.

Concerning a man formerly employed by the Edwin Hawes Company, it did not appear that his relation with the company sustained the employer in giving him re-employment without first learning that no competent member of Local Union No. 408 was ready to perform the work. Pending the Board's mediation, the workman ceased his employment with the company.

On April 24 the Board reminded the parties of the assurances given and implied when the agreement was made, without which the dispute of 1913 might have lasted indefinitely, and said that "Good faith in carrying out understandings is as important as literal performance of written obligations," and that both parties, having assured the Board that they stood ready to perform fully their agreement, they should assist each other by a tolerant compliance with its terms.

A question arose in July relative to the retention of a junior fitter after the regular working force of a shop had been reduced to a smaller number of journeymen than that prescribed in Article IV. The Board ruled that when the

condition of the industry compelled a temporary reduction of journeymen regularly and normally employed, a junior fitter might be retained. The union concurred in the ruling, but citing the case of a workman said to be the occasion of the question, contended that it was not such as the article contemplated. It appeared that one man of three employed by N. J. Smith had been receiving less than the established minimum for steamfitters, as was discovered when he applied for admission to the union. Mr. Smith then claimed him for a junior; but the Smith shop was not entitled to a junior under the agreement. The union cited another case of an employer of only one steamfitter putting on a junior, which he was clearly not entitled to do. The Board sent the following letter on August 25: —

Mr. Herbert R. Hawes, *Secretary, Worcester Master Steam and Hot Water Fitters' Association, 726 Main Street, Worcester, Mass.*

Dear Sir: — Complaint has been made to the Board of violations of the agreement recently entered into between the master steamfitters and the local union (No. 408) of the United Association of Plumbers and Steamfitters, with reference to the employment of junior fitters.

An examination of the contract will show that only shops employing under normal conditions four journeymen fitters by agreement of the parties are entitled to employ a junior fitter. It would seem that a construction has been put upon the agreement by some employers which would warrant the employment by any shop of a junior fitter without reference to the number of journeymen fitters employed. This construction is erroneous, as a perusal of the contract will show. On July 28 the Board addressed a communication to you, giving its interpretation of this clause, and it is surprised to learn that its ruling seems not to have been promulgated among the parties interested; and the Board feels that had a proper construction been placed upon the contract, no misunderstanding could have arisen.

Controversies are liable to arise, and it would seem to the Board wise that conference should be had by the parties with a view to adjusting such matters of misunderstanding. To facilitate such conferences, and as a method which the Board approves, the Board suggests the appointment by the parties of a committee (of such number as they may think prudent) which shall have under consideration such matters as may arise, to confer concerning them and adjust them by agreement.

Yours respectfully,

WILLARD HOWLAND, *Chairman.*

Nothing further was heard of this phase of the controversy.

THE KENNEDY & PETERSON CONSTRUCTION COMPANY — GRAFTON.

A consequence of the Worcester steamfitters' strike, as stated in the foregoing, was the sympathetic strike of all the craftsmen employed in the construction of five buildings for the State of Massachusetts in a part of Grafton known as the North Grafton Colony. An application was received from a master builder, as follows: —

To the Honorable the State Board of Conciliation and Arbitration, Boston, Mass.

The undersigned respectfully represents that a strike occurred in the building industry at North Grafton Colony in this Commonwealth, involving the building trades of Worcester; M. D. Holmes & Sons, heating contractors; Coghlin Company, electrical contractor; also indirectly, The Kennedy & Peterson Construction Company; Cahill Company, plumbing contractor; and the State of Massachusetts; and the workmen employed by them. The strike occurred on the twenty-fourth day of December, A.D. 1913, and the nature of the controversy, briefly stated, is as follows: the heating and electrical contractors are termed unfair by the trades-unions and all work has stopped on buildings under construction until adjustment is made.

Wherefore, your honorable Board is respectfully requested to put itself in communication, as soon as may be, with said employer and employees, and endeavor by mediation to effect an amicable settlement between them; and, if the Board considers it advisable, investigate the cause of said controversy and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same.

Dated this third day of January, A.D. 1914.

THE KENNEDY & PETERSON CONSTRUCTION COMPANY,
C. S. HENRY, *Treasurer.*

7 WATER STREET, BOSTON.

The Board promptly investigated the strike and had interviews with parties interested at Boston, Worcester and Grafton. It appeared that The Kennedy & Peterson Construction Company was under a contract with the Commonwealth of Massachusetts to construct five buildings at Grafton. The plumbing, heating and electric devices were to be installed under contracts with other employers of labor. Organized labor had no quarrel with the plumbing contractors, but had denounced the contractors for electric and heating installation and their workmen as unfair to the building crafts in Worcester and other places. The unions demanded an agreement pursuant to which they were willing to concede that non-union workmen might be employed on occasion; but without the agreement, which was refused by the heating and electric contractors, their members refused to work. Accordingly, on December 24, 1913, the steamfitters and electrical workers struck. Subsequently, carpenters and metal lathers, painters, bricklayers and plasterers quitted their jobs at different times. The last to leave were those who were impelled by a sense of honor to remain long enough to roof in such partly constructed portions of the buildings as might

be damaged by the weather. On January 3, 1914, the last workmen left and the sympathetic strike was complete, and no work was done pending the adjustment of the steamfitters' controversy at Worcester.

On January 9 the sympathetic strikers were assured by their fellow workers in Worcester that an understanding had been reached, which would be reduced to writing and signed on the following Monday, January 12. The strike was thereupon declared off, and on January 12 all hands returned to work. The following letter was received on January 23: —

State Board of Arbitration, State House, Boston, Mass.

Gentlemen: — We wish to extend our thanks to you for the prompt and efficient manner in which you handled the strike on the buildings which we are constructing for the State at North Grafton.

We were very much pleased with the manner in which you took care of the situation, and it demonstrates to us very clearly that an efficient Board can accomplish a great deal in any controversy between the employer and the employed, providing it is given an opportunity.

Very truly yours,
The Kennedy & Peterson Construction Company,
By C. S. Henry, *Treasurer.*

The electrical workers, not included in the Worcester settlement, becoming restless in February, the Board went to Grafton on the 11th and gave such advice as was calculated to avert a strike.

COGHLIN ELECTRIC COMPANY — WORCESTER.

A strike had been called in the electrical trade in Worcester County in May, 1913. Agreements between employers and employees were promptly made and in the end 12 shops out

of 14 or 15 had accepted union terms. The few remaining shops were not then affected by the difficulty and took no part in the negotiations. The matter came again into notice at the beginning of 1914. The Board, having been invoked as mediator by the electrical workers, went to Worcester on the 5th and 6th of February and communicated with the employees of the Coghlin and the Delta Electric companies, and to Grafton on the 11th, where the Coghlin Electric Company was engaged on a contract. It appeared that there was no strike nor any controversy between the company and its actual employees; but, in view of the restlessness of union workers, the Board gave such advice as was calculated to maintain industrial peace.

The matter was moved again in June. The employer was not averse to joining in an agreement that both parties should treat union and non-union men alike, nor unwilling even to give union men the preference of employment, provided he should have the right at all times to employ competent labor. The Board, acting as intermediary, on June 13 secured the assent of both parties to such a proposition, and, during a conference which lasted ten hours, on the 14th reduced all points of disagreement to two.

The customs of the craft in other cities were studied at occasional meetings through the summer, and it was understood that conferences should be renewed at the call of the Board.

The Board on the 18th, 19th and 20th of January, 1915, interviewed both parties and was the means of starting negotiations, which have thus far been satisfactory to both parties and appear to forecast an early settlement. It is a consum-

mation greatly to be desired. The controversy in one form or another has lasted for nine years, with constantly recurring difficulties between the workmen and employers engaged in electric installation, and because of sympathy and jurisdictional rivalry sometimes between those of other crafts.

BLAKE ELECTRIC MANUFACTURING COMPANY, FRANK NASON ELECTRIC COMPANY, FRANK RIDLON ELECTRIC COMPANY — BOSTON.

There was a strike of a hundred workmen in Boston in the first week of the year to quicken the consent of three employers to wages and working rules, to take effect from July 1, as scheduled by the shopmen's Local Union No. 103 of the International Brotherhood of Electrical Workers. The desired week of 46½ hours' work was calculated to lessen the time of labor 1 hour a week; some kinds of special construction were listed at an increase of 1½ cents an hour; and such concessions were to become effective after 6 months.

Thirty-six of the employing firms made no difficulty about consenting to changes that were at once so slight and remote as to have no bearing on existing contracts. The employers who hesitated too long and thus became involved were the Frank Ridlon Electric Company, Frank Nason Electric Company and the Blake Electric Manufacturing Company.

Notice of the controversy was duly given in writing by the workmen's committee, and their international vice president, G. M. Bugniazet, had interviews with the Board in relation to it. It appeared that negotiations were progressing, and that mediation would not be required to bring the

parties into relation. In such instances, however, there are two difficulties: the strike and the controversy. Under a trade agreement, as the term is now used, negotiation and arbitration are specified as the means of adjusting differences, and striking is renounced. Under the law there can be no arbitration by this Board while a strike is pending, but negotiation with the purpose of reconciling the parties is to be encouraged wherever it is practiced. Once the parties have resumed friendly connections, any point of controversy that remains without mutual settlement may be determined by this Board or some other. Resumption of industry is the best evidence of good faith favorable to a lasting settlement, and the formal settlement of a strike should always preclude the possibility of another by specifying the ways to avoid it.

There is reason to believe that the electrical workers accepted this principle as stated by the Board, but among the rules established by agreement and which settled the strike, the prevention of future difficulties was left out. A good understanding is never impaired by stating it specifically in writing; for such compacts still retain a value in the electrical industry. At the time of renewing agreements in 1916, it is expected that the omitted provision will be supplied.

On January 24 the strikers filed a copy of the agreement: —

Article 1. Only members of Local 103, International Brotherhood of Electrical Workers, in good standing shall be employed in this shop as journeymen and apprentices under the jurisdiction of this local.

Article 2. Eight hours shall constitute a day's work, performed

between the hours of 8 A.M. and 5 P.M. on Monday, Tuesday, Wednesday, Thursday and Friday. On Saturday the working hours shall be from 8 A.M. to 12 M., making 44 hours constitute a week's work.

ARTICLE 3. All labor performed outside of that specified in Article 2 shall be paid for as double time. No work to be done on Saturday between the hours of 12 M. and 5 P.M. without a permit from the agents or executive board.

ARTICLE 4. *Section 1.* All legal holidays shall be paid for at the rate of double time. Any holidays falling on Sunday, the day celebrated as such shall be considered a holiday.

Section 2. Legal holidays shall be Washington's Birthday, Patriots' Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Thanksgiving Day and Christmas Day.

ARTICLE 5. On and after July 1, 1914, the rate of wages for journeymen shall be 65 cents per hour.

ARTICLE 6. *Section 1.* On and after July 1, 1914, there will be two classes of apprentices, first and second. First-class apprentices shall be those who have been in the business one year and passed a satisfactory examination, and shall receive a minimum wage of 30 cents per hour.

Section 2. Second-class apprentices shall be those who have not been in the business one year, and shall receive $1 per day.

ARTICLE 7. The number of first-class apprentices on a job shall not be more than one apprentice to one journeyman and no apprentice shall be allowed to carry on the installation of any work except as an assistant to a journeyman.

ARTICLE 8. *Section 1.* There shall not be more than one second-class apprentice to every 10 journeymen, and in no case shall there be more than three second-class apprentices to any one shop.

Section 2. In no case shall an apprentice remain on the job in event of journeymen being called off.

ARTICLE 9. Contractors shall furnish a suitable locker on all jobs for the protection of tools and clothing.

ARTICLE 10. All men directed to board out of town by their employers shall receive full expenses for married men and those in charge of work, and $2.50 per week for single men.

ARTICLE 11. *Section 1.* All car fares in excess of that to reach the shop and outside of city proper and south of Massachusetts Avenue shall be paid for by the contractor.

Section 2. Members on out-of-town work traveling back and

forth shall take the train leaving the station nearest to the hour of 8 A.M. and return on train arriving nearest to the hour of 5 P.M.

Section 3. Members working in harbor shall be paid from time of taking boat to time arriving back, and in no case shall a man receive less than a day's pay.

Section 4. All workmen shall be paid weekly and in no case shall more than three days' pay be held back at the end of the week. All workmen not paid during working hours on the job shall report at the shop and be paid at the regular time to stop work.

ARTICLE 12. *Section 1.* Any member after reporting to the shop and not being put to work shall not remain after 9 A.M. Any man requested to remain at the shop after 9 A.M. by his employer shall be considered under pay.

Section 2. No member shall accept less than two hours' time for any fraction of a forenoon or an afternoon he may work except in case said member should quit of his own accord.

ARTICLE 13. This agreement shall continue in force from July 1, 1914, to July 1, 1916.

On February 24 Mr. Bugniazet, acting for the workmen, notified the Board that all the controversies had been settled.

J. J. GROVER'S SONS — LYNN, STONEHAM.

J. J. Grover's Sons, shoe manufacturers of Lynn, established a branch factory at Stoneham in the early part of 1913, and soon after found that the Stoneham operatives were of two parties, for or against the Boot and Shoe Workers' Union. Three-fourths of their number were in favor of it; the others were offered work in the Lynn factory, where they would find the operatives more of their way of thinking. The employer could tolerate both parties if separated, but feared for the efficiency of the Stoneham branch if its operatives were of different allegiances. The purpose of the factory could best be accomplished under such a trade agree-

ment as the Boot and Shoe Workers' Union is wont to make, and continuity of business would best be insured through a well-defined method of adjusting differences. Such peace as Brockton's under the trade agreement, known as the stamp and arbitration contract, was what the firm sought, while it respected the likes and dislikes of the employees.

Some departments of the Lynn factory were occupied by the United Shoe Workers of America, who did not concur in the principles and policy of the Boot and Shoe Workers' Union; other departments were filled by members of independent unions, indifferent to the plan of the Boot and Shoe Workers.

While the advisability of securing immunity from strikes at Stoneham was under consideration, the firm and some of the Lynn unions effected an understanding that there should be no strike in Lynn without notice and no agreement concluded with the Boot and Shoe Workers' Union relative to the Stoneham factory without a notice of thirty days to the unions at Lynn. There was no occasion for any notice from the employer when strikes occurred without the promised notice from the employees.

On January 29, 1914, 18 employees in the Stoneham factory and 83 in the Lynn factory went out on strike with a view to preventing the firm from joining with the Boot and Shoe Workers' Union in a peace agreement. The turnworkmen of the Stoneham making room, having a union of their own, struck for the same reason. Without any avowed dissatisfaction with wages or any of the usual real or imagined grievances, more than a hundred workpeople had deprived themselves of work because of rivalry between unions. The

firm expressed its confirmation in the belief that it was increasingly difficult to make shoes with profit while maintaining the reputation of the product, owing to the policy or impolicy of local unions.

During the first week of February the stamp contract was signed, and the Stoneham factory was operating at its full capacity with 50 employees more than it had before the strike. By that time the number of Lynn strikers had increased to about 100, and the firm made no effort to fill their places. A committee of disinterested citizens appointed by the Lynn Chamber of Commerce investigated the controversy and proposed plans of settlement, which received the employer's assent and the refusal of the United Shoe Workers of America. The Lynn Chamber of Commerce and this Board were incessant from the first in their efforts to bring about an agreement to establish a lasting peace. In March the Board gave several hearings at Lynn, with a view to determining and publishing which party was the more blameworthy. The hearings focused public attention upon the wastefulness of strikes and their detrimental influence. The Board was on the point of making a report when information was received that the parties were approaching a mutual settlement. The event rendered the report unnecessary, for a settlement was reached.

On April 10, through the energy of Messrs. Coates and Sawyer of the Lynn Chamber of Commerce, the final adhesion of all parties was secured to the terms which follow: —

In consideration of the strike now existing in the Grover factories being declared off, J. J. Grover's Sons agree to put back to work in the Lynn factory all of their former employees as rapidly as possible, with the exception of edgemakers and heel-workers at Stone-

ham, these men to be recompensed by the firm in such sums respectively as may be agreed upon between the United Shoe Workers of America and the firm.

The firm will not offer any opposition to the organization of any departments in the Lynn factory now unorganized, provided, however, that such work must be done outside of shop hours. This agreement is not to be construed to mean compulsion on the part of the firm. The United Shoe Workers of America, being a voluntary organization, agree to use only moral suasion, and shall not in any way penalize new members who may thus be secured.

Should the United Shoe Workers of America succeed in such organization, they and the firm agree to enter into a so-called peace agreement or contract providing for arbitration of all differences through the full State Board of Conciliation and Arbitration, in the event that they cannot be mutually adjusted by the firm and representatives of the union. In view of the undoubted advantage of such peace agreement, the firm agrees to encourage employees at the Lynn factory who may be so disposed to affiliate with said union.

In restoring amicable relations between the firm and the union, the United Shoe Workers of America agree that in negotiating for new prices the firm shall not be asked to pay any higher prices than the average prices paid in Lynn for similar work. The union pledges its business agents and members in the firm's employ to be fair as to prices and conditions asked, and to produce in evidence, when desired, price lists in use elsewhere for similar work. In cases involving special work or otherwise peculiar to the firm's product, prices are to be fixed by mutual agreement. Both parties agree to use best efforts to avoid any possible friction and retaliation between workmen recently on strike and those who remained at work.

Before the year 1914 expires the Lynn Chamber of Commerce, working in conjunction with the labor organizations of Lynn and J. J. Grover's Sons, will endeavor to perfect such arrangement of prices and conditions as will enable the firm of J. J. Grover's Sons ultimately to make in Lynn all of their product formerly made in Lynn, as far as practicable.

While the foregoing left some points for future consideration, it served as a basis of peace and was intimately bound up with a general movement for peace on the part of public-

spirited citizens. Several tentative propositions received varying degrees of acceptance in one quarter and another, and one plan, adopted by the management and shoe workers in five factories, contemplated resort to this Board as a final mode of adjusting differences. So far as the particular difficulty in the Grover factory was concerned, the necessity of the contemplated arrangement disappeared with the passage of time. The firm continued its Stoneham factory as before, and, in consideration of its continuing to operate the Lynn factory, the United Shoe Workers withdrew all opposition, and the difficulty no longer attracted any attention.

THE G. W. HERRICK SHOE COMPANY — LYNN.

On February 3 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between The G. W. Herrick Shoe Company of Lynn and employees in the finishing department. (14)

This controversy relates to the method of payment. The question submitted is: "Shall this firm adopt the piece-price system in the finishing department?"

Having considered said application and heard the parties by their duly authorized representatives, the Board finds that it is optional with the employer to adopt a piece-price system or not, as it may determine.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

HOTEL AND RAILROAD NEWS COMPANY — BOSTON AND CAMBRIDGE.

The Hotel and Railroad News Company sells papers and refreshments at the elevated, the subway and the tunnel news stands in the Boston and Cambridge stations of the Boston

Elevated Railway. In November, 1913, it established for all sales persons in its employ (without discriminating between members of the News-stand and Periodical Sellers' Union and non-members) a scale of wages for six days' service, within hours specified on lists posted in the news stands; and notified all persons interested that the president or the superintendent would meet employees at all reasonable times, individually or collectively, to adjust grievances.

On February 10, 1914, the agents of the saleswomen submitted a proposed agreement to the employer, with a view to securing for each an opportunity of attending divine service every Sunday, extra pay at usual rate for time required after scheduled hours, and a method of adjusting industrial disputes on specified matters. The company, having refused its assent, the agents appeared at the rooms of the Board and submitted a petition for investigation and a copy of the rejected demands in support thereof. The petition craved the Board's endeavors to effect the reinstatement of two saleswomen who were named, and to ascertain whether the employer or the employees were responsible or blameworthy for the discharge of employees on insufficient evidence. On February 11 a second petition was filed in substitution of the first, naming only one saleswoman for reinstatement.

The employer was first invited and then subpœnaed to be present at the Board's inquiry on March 24. The president and other officers of the company appeared with counsel and testified that, while the employer had no prejudice against the union, it was contrary to the policy of the management to enter into an agreement with the union to establish the members thereof substantially on a better footing than other

employees. The company, moreover, had been wronged by the dishonesty and neglect of former employees, as it was ready on occasion to prove in a court of law. No discharge had been made on insufficient grounds, and the saleswoman in question had been dismissed for repeated absences and other irregularities that could not be tolerated.

The attitude of the employer was made known to the employees, and they continued for two months to urge at least the reinstatement of the saleswoman. The Board communicated with the employer from time to time until the agent of the employees notified the Board that they had taken up the cause of the woman in question in ignorance of the cause of her discharge, and he requested that no further action be taken on the petition. The officers of the union thanked the Board for its efforts to compose the difficulty.

C. H. BATCHELDER & CO., INC., DORCHESTER AWNING COMPANY — BOSTON; GEORGE T. HOYT COMPANY — BROOKLINE.

At the beginning of the year the Boston manufacturers of awnings endeavored to establish free shops, but experienced difficulty in acting collectively by reason of their various interests, not all making the same grade or styles of awnings and some making sails as well. All but one of the manufacturers having the two branches had union agreements with the sailmakers. The men and women awning-makers had tried for nine months to obtain agreements on schedules, which they modified from time to time, and finally accused their employers of trifling for the purpose of causing them to

desist from their request. According to the members of the awning-makers' union the manufacturers were reporting to one another the statements of unauthorized persons as shop talk, if indeed such statements were made at all, and characterizing as imperious demands the modest requests which the employers had never seen fit to answer. Plainly a suspicious frame of mind existed on both sides, and every one's view of the subject was colored by some special experience, so that no unanimity could be found in either quarter. The employers, finding it difficult to reduce their respective desires to a common expression, were reluctant to enter singly into any relations with their people at work on awnings. Their combination was a loose one, more lax at one time than another, and every manufacturer approached by this Board was loth to represent the others or do of his own motion anything without consulting them.

The posting of notices on January 15 was interpreted as an intention to deal with the workers as individuals or to have an open shop. A series of disputes, a strike and a lockout resulted. Soon after the beginning of hostilities the trouble died down in all but three of the shops, and the agent of the awning-makers invoked the mediation of the Board, on February 13.

It appeared that certain sailmakers had struck as early as January 1 and settled all their difficulties except with Gordon & Hutchins. The contracts of the Gordon loft were sublet to C. H. Batchelder & Co., Inc. A debate ensued which involved the awning-makers' union, — for the sailmakers would not work on goods intended for an employer they deemed unfair, and the awning-makers would not work

for an employer who could require it. The controversy reached a climax on February 11, when the awning-makers, 10 men and 3 women, struck.

On January 15, when the notice was posted by George T. Hoyt Company, 7 awning-makers went out on a strike. The union refused its sanction and the men returned, but they were refused employment. The union, resenting this as a lockout because of membership in the union, declared the company unfair, and sanctioned an attitude that resembled a strike.

On February 9, 6 men and 3 women were locked out by the Dorchester Awning Company. They had been asked to promise that they would not strike in the busy season. They replied that they would so promise if, on the other hand, the employer would promise not to discharge them in the dull season. The employer refused to exchange promises with them, and, the employees said, told them they were discharged.

On February 25 the parties to the controversy at the works of the Dorchester Awning Company conferred upon a proposed agreement, which, with some amendments, was finally adopted with satisfaction to both.

The Board from time to time interviewed the employers and employees and advised them. They met on February 20 in conference at the Quincy House, but no agreement was reached, the employers saying it was their fixed purpose to manage an open shop. The open shop was adopted and soon became general when the union dissolved. The agreement obtained at the shop of the Dorchester Awning Company remains satisfactory to the awning-makers. The workers of

the George T. Hoyt Company and C. H. Batchelder & Co., Inc., were obliged to accept a return to hours and wages that cost them their previous gains; and prices were reduced in other shops that had had no controversy.

W. L. DOUGLAS COMPANY — BROCKTON.

On the sixteenth day of February an application was received from John P. Meade of Brockton alleging the following controversy with the W. L. Douglas Company relative to sorting outsoles: "The employees claim that two of them have been discharged under circumstances that indicate bad faith on the part of the company or its agents, which produced vexation and discontent among those remaining, who regarded the same as an attempt to intimidate and thereby coerce them to performances beyond the capacity of skilled workmen. The employer denies bad faith or the like or any attempt to coerce by intimidation or to impose any hardship, and refuses to reinstate the two men in question." The question he desired to submit for arbitration was: "What, if anything, ought to be done to remedy the dissatisfaction?" The employer refused to submit the matter to the judgment of the Board.

The Board procured a conference of the parties in interest at the State House on March 2, and heard their contentions; but the parties were not able to reach an agreement. They appeared soon after, however, in other controversies, which were finally adjusted, and there was no rupture in the friendly relations. The outsole sorting controversy was never again brought to the Board's attention. Recent inquiries

have revealed that the employees are contented with the conditions now existing, and do not deny the employer's right to discharge unsatisfactory workmen.

MEMBERS OF HAVERHILL COAL DEALERS' ASSOCIATION — HAVERHILL.

On February 16 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between members of the Haverhill Coal Dealers' Association and employees. (122)

Having considered said application, heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board decides that there shall be embodied in the agreement of the parties the following items; the agreement to take effect on this date and to continue until the 1st of September, 1915, and thereafter, unless either party desires a change in the agreement or the annulment thereof and gives to the other party notice of such desire thirty days before the first day of September of any year: —

Chauffeurs, $16 per week; two-horse teamsters, $15 per week; one-horse teamsters, $14 per week; no change in the prices paid for mill hands, screeners, helpers, yardmen, employees discharging soft or hard coal from boats, or trimmers behind diggers.

Overtime, time and one-half; work on holidays and Sundays to be counted as overtime; nine hours to constitute a day's work.

Saturday half holiday in June, July and August, without loss of pay.

Before or after working hours and at the noon hour the employees' representative shall have the right to interview employees at the barns or yards.

So that the agreement of the parties shall read as follows: —

ARTICLE I. Teamsters shall report at barns at 7 A.M. and clean horses; and report at scales at 7.30. One hour, at or as near as possible the usual dinner hour, 12 to 1, shall be allowed for dinner for all employees, and the day's work shall end at 5.30 P.M. Help other than

teamsters shall report for work at 7.30 A.M. Or the day may begin and end a half hour earlier.

ARTICLE II. The minimum wage shall be as follows: chauffeurs, $16 per week; two-horse teamsters, $15 per week; one-horse teamsters, $14 per week; mill hands, screeners and yardmen, $14 per week; helpers, $13 per week; employees on longshoreman's work, 50 cents per hour.

ARTICLE III. During three months of the year, June, July and August, the day's work shall end on Saturday at 12 o'clock, without loss of pay.

ARTICLE IV. None but members in good standing of Local No. 327 shall be given work, or those understanding the obligation and becoming members at the next meeting.

ARTICLE V. The organization on its part agrees to do all in its power to further the interests of the party signing this list.

ARTICLE VI. Any dispute hereafter shall be settled by the State Board of Conciliation and Arbitration without strike or lockout.

ARTICLE VII. This agreement shall take effect on February 16, 1914, and continue until the 1st of September, 1915, and thereafter, unless either party desires a change in the agreement or the annulment thereof and gives to the other party notice of such desire thirty days before the first day of September of any year.

ARTICLE VIII. Before or after working hours and at the noon hour, the employees' representative shall have the right to interview employees at the barns or yards.

ARTICLE IX. Teamsters shall care for horses Sundays and holidays, mornings only, except that in case of dealers having less than five horses special arrangements will be allowed.

ARTICLE X. Overtime, time and one-half; work on holidays and Sundays to be counted as overtime; nine hours to constitute a day's work.

ARTICLE XI. Employees shall not be held responsible for mistakes made in the office.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

W. & V. O. KIMBALL — HAVERHILL.

On February 17 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between W. & V. O. Kimball, shoe manufacturers of Haverhill, and employees in the finishing department. (2)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the

work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the price paid by W. & V. O. Kimball at Haverhill for buffing bottoms (stitched-aloft and McKay, new process and welt), as the work is there performed.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

HUCKINS & TEMPLE COMPANY — MILFORD.

On February 19 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Huckins & Temple Company, shoe manufacturer of Milford, and employees in the solefastening department. (1)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Huckins & Temple Company to employees in said department at Milford, for work as there performed: —

GOODYEAR STITCHING.

	Per 12 Pair.
Yellow-tagged shoes: —	
Fudge stitch,	$0 18
Surface stitch,	18
One-half double sole,	18
White, pink and blue-tagged shoes: —	
Fudge stitch, single sole,	18
Surface stitch, single sole,	18
One-half double sole,	18
Rope stitch,	No change.
Ribbon stitch,	No change.
Rubber soles, around the heel and regular work,	No change.
Samples,	No change.

By agreement of the parties this decision shall take effect as of date of December 1, 1913.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

THE NORCROSS BROTHERS COMPANY — BOSTON.

The division of an industry into special crafts with federation of related trades, and the disintegration of local groups to form new alliances, are not always attended with a conservative expression of the aims of organized labor. Reorganization, omitting a restatement of the jobs distributable to the crafts engaged in modern building, for instance, imperils their fraternal intercourse by doubts as to which should perform a given part of the work. When men of different crafts or affiliations compete for the same task, the controversy may force the employer to suspend operations. The controversy in such case, so far as it involves the employer, is that local organized labor at that time deems the employer unfriendly in any allotment of work that he may make.

Such a difficulty, known as a jurisdictional strike, occurred on February 20 when 7 carpenters quitted work at the State Mutual building at Boston, in process of erection by the Norcross Brothers Company. The occasion was that members of the structural ironworkers' union were employed to erect door bucks. The carpenters' representative and the employers' agent had disagreed. Both unions were then supposed to be associated with other unions in the building-trades' department of the American Federation of Labor and mutually bound by an agreement of long standing to leave to the structural ironworkers "jurisdiction in the . . . erection and construction of steel and cast-iron structures, ornamental or otherwise . . . steel or cast-iron work pertaining to buildings." It specified as belonging to structural iron

work "the moving and placing of . . . bucks for hallways." Basing their claim on this statement, the ironworkers assured the employer that they also were resolved to strike if not permitted to erect the door bucks. The employer was unable to reconcile the rival crafts. It appeared that the carpenters had withdrawn from the building-trades' department of the American Federation of Labor, or the local carpenters so believed, and claimed the right to erect door bucks when partly composed of iron or steel, and their claim was plausible; for there are iron bucks for hallways, bucks for doors, some bucks of wood and iron, some mostly wooden on a wooden base and set up in the top with wood.

On February 24 the employer in an interview, and again in writing on the 26th, asked the Board to find and assign the blame for a strike that threatened the employment of 400 men. The Board brought local representatives of the two trades together, and, finding the matter in dispute was the interpretation of past or existing agreements of their national organizations, communicated with the general officers in other States. Meanwhile, on the 28th, the parties met in private in the presence of the company's agents and made the following pact under which work was resumed on March 3: the carpenters shall plan the performance and set the plugs in the floor; the ironworkers shall next set up the bucks, bolt on the straps at the top, punch the holes in the ceiling and insert the straps; and the carpenters shall then finish the job. But this method broke down in practice.

At noon on March 4 the ironworkers struck. At a conference of parties in the Board's presence on March 7, the following propositions were affirmed and denied: "There

was an agreement on February 28. The employer did not support the agreement; the carpenters are amenable to the rules of the building-trades' department of the American Federation of Labor; and withdrawal from said department involves a dismissal from said federation." The employer expressed indifference as to which craft might set the door bucks and a willingness to respect their agreements. The Board held that it was of obligation for the unions to adjust their mutual differences without involving the employer, and endeavor by peaceful methods to compose any difference they might have with him. Pending their determination of the question of distribution, the parties must consider how best to tide over the difficulty. The conference adjourned to the 9th and again to the 16th. The strike did not spread, but for a time all hands were idle because of it.

An agreement was reached on March 16 between the structural ironworkers and carpenters, represented by general and local officers of their respective unions, witnessed by the agent of the company in the presence of the Board. In the act of assenting, or soon after, the agent of the carpenters expressed a remark that the carpenters in interest would not abide by it. The next day following they refused to work as predicted, and their local representative insisted that he had not consented, or at any rate had withdrawn his consent, to the agreement. The carpenters soon returned to work, but not to co-operate with the ironworkers in the erection of door bucks according to the plan of the preceding day.

The following letter was received on the 18th: —

State Board of Conciliation and Arbitration, Commonwealth of Massachusetts, Boston, Mass.

GENTLEMEN: — This letter is to confirm verbal notice from the writer to your Mr. Bump yesterday, to the effect that the carpenters on the State Mutual building refuse to proceed with the erection of door bucks by working in pairs of one carpenter and one ironworker.

Also, that H. A. Howlett, business agent of carpenters, denies that he entered into the agreement made in your office March 16.

The work on this building is in the same status as before the recent conferences, that is, the entire interior of the building, partitions, doors, finish, floors, plastering and all other work connected therewith, is at a standstill, and the final completion of the building indefinitely delayed.

Respectfully,

THE NORCROSS BROTHERS COMPANY,

By COVINGTON.

Despite the constant declaration of the Board's purpose to leave to organized labor the direction of union affairs, it appeared that a belief in the contrary was affected in Boston or at headquarters, as in the following telegram, a copy of which was furnished to the Board on March 19: —

BUFFALO, N. Y.

J. C. MCDONALD, *385 Harrison Avenue.*

We are advised that Norcross Brothers have submitted dispute between ironworkers and carpenters over installation of steel bucks to State Board of Arbitration and Conciliation for a decision. The work in question comes clearly within the jurisdiction of ironworkers and the department is therefore not in accord with the method pursued in the submission of the dispute to the tribunal named. Your council is urged to support the ironworkers in the present contention and to render every assistance to the end that the ironworkers will be given full control of the work. You are further advised to inform Norcross Brothers of our decision on the subject-matter; report to our Washington office.

THOMAS J. WILLIAMS.

One of the Board's suggestions, repeated from time to time, to distribute the work on bucks to equal numbers of the two crafts, was finally accepted by all hands as fraternal. The course of events to the vanishing point is told in the following letters: —

COMMONWEALTH OF MASSACHUSETTS,
STATE BOARD OF CONCILIATION AND ARBITRATION,
BOSTON, March 20, 1914.

SAMUEL GOMPERS, ESQ., *President, American Federation of Labor, Washington, D. C.*

DEAR SIR: — A strike is threatened in Boston in the building trades division of labor as a result of a dispute between carpenters and ironworkers employed by the Norcross Brothers Company, contractors, erecting an extension to the State Mutual building in Boston, as to which craft shall erect iron door bucks.

When a strike is threatened, the Board, as directed by statute, uses every means to compose the differences between the parties, to the end that industrial peace will be preserved and the community protected from a burden of expense such as is imposed by strike or lockout. The Board has called before it in conference local representatives of the carpenters and ironworkers. At the suggestion of Mr. James Duncan, member of the executive council of the American Federation of Labor, we notified the national presidents of the respective unions by wire, copies of the messages sent to each are enclosed herein, together with such other records as are pertinent to the case.

At a conference of parties in the presence of the Board on March 16, Mr. Thomas J. Williams, president of the building trades department, said that the dispute had been submitted to you and that it was probable you would make every endeavor to bring about a good understanding between the contending factions of organized labor.

It appears that on or about February 28 the representatives of the employees met with the representatives of the employer and entered into a provisional agreement, memorandum of which follows, covering the erection of door bucks in the extension of the State Mutual building: —

The carpenters are to lay out the bucks and place plugs in the floors upon which the bucks are to rest; also lay out the location for the holes in the ceilings, then the ironworkers are to follow and punch the holes in the ceilings, set up the bucks and bolt on the iron straps on the tops that go in the holes in the ceilings. The remainder of the work, including the wedging at the top and rendering plumb, is to be done by the carpenters.

The work of erecting the bucks was resumed under this form of agreement and continued for two days, when it was ordered stopped by Mr. J. A. Johnston, vice president of the International Association of Bridge and Structural Ironworkers.

On March 16 a conference of the parties was held in the presence of the Board, at which were present C. L. Covington and J. C. Pitcher, representing Norcross Brothers Company; Thomas J. Williams, president, building trades department of Washington; H. A. Howlett, business agent of local carpenters; E. N. Kelley, general agent, allied trades department, Boston; J. A. Johnston; F. A. Brady, business agent, Ironworkers Local No. 7, Boston; Arthur M. Huddell, general agent, Building Trades Council, Boston. The following is a copy of the agreement reached: —

As a result of a conference between representatives of the carpenters and representatives of the ironworkers employed by Norcross Brothers Company in the erection of the extension of the State Mutual building, Boston, Mass., an agreement was reached by which the erection of iron door bucks on the said State Mutual building shall on and after this date be performed by an equal number of carpenters and ironworkers, working in pairs of one carpenter and one ironworker. This arrangement is subject to change only by authority of the president of the American Federation of Labor and shall not be construed as including any other work of a similar nature performed on any building other than the one specified in this agreement.

This understanding was reached in the presence of the Board, Commissioners Bump and Wood sitting.

The Board was informed on March 17 that the carpenters refused to perform their part of the agreement, and summonses were issued to insure their appearance before the Board on March 20 at 9.30 A.M. An opportunity was afforded them to show cause why they refused to be bound by an agreement to which their local representatives were party. Each of the carpenters testified that he would not work with an ironworker in accordance with the agreement of

March 16. They would consent to work only under the terms of the agreement made on February 28.

Therefore the Board is referring the questions in dispute to you with the hope that you will give them prompt determination in that expense to the contractor may be lessened and the chances of a serious strike in this community be removed.

The contractor is between two fires. He is unable to complete the building under construction for the reason that if he gives the work to the ironworkers the carpenters say they will go on strike, taking with them such trades as are allied with them, and if the carpenters erect the bucks the ironworkers will go on strike, carrying with them the trades affiliated by alliance. If the work is performed by non-union men, a strike would probably follow by all trades.

This Board does not undertake to determine questions of jurisdiction raised by organized labor. The Board holds the opinion that such questions should be determined by the authorities chosen by affiliated organizations. It is difficult enough to adjust differences between employer and employed. Thus far the parties in this jurisdictional controversy have not reached an agreement which they will jointly keep, and the Board urges upon you at this time to make such endeavor as will direct them to determine the question without loss of time.

Very truly yours,

CHARLES G. WOOD.

MARCH 24, 1914.

State Board of Conciliation and Arbitration, State House, Boston, Mass.

GENTLEMEN: — We are erecting door bucks at the State Mutual building this morning, although we do not know how long the labor unions will permit us to continue.

We have started in to-day with an equal number of carpenters and ironworkers, theoretically in pairs of one carpenter and one ironworker, but actually the carpenters and ironworkers are in widely separated portions of the building. We have started with a small force and expect to increase it as rapidly as possible and get up as many bucks as we can before we are stopped again.

We are not violating any agreement, inasmuch as one or the other of our numerous agreements covers all conditions, and whatever we do will come within one of the agreements.

The present work was started without further consultation with the unions, and Agent Huddell is the only agent who knows that we are beginning this work, so far as we know, and we do not intend to bring the matter before the unions ourselves, although they are, of course, at liberty to take whatever action they wish.

Respectfully,

THE NORCROSS BROTHERS COMPANY,
By COVINGTON.

P. S. — Ironworkers called their men off at noon.

NORCROSS BROTHERS COMPANY.
By COVINGTON.

MARCH 25, 1914.

State Board of Conciliation and Arbitration, State House, Boston, Mass.

GENTLEMEN: — We made another arrangement with the carpenters and ironworkers for the erection of door bucks on the State Mutual building addition yesterday afternoon. The arrangement is that we employ an equal number of carpenters and ironworkers, and that the number of men in each trade shall be odd, and that all of them are to be employed on one floor at one time.

We started to work this morning accordingly and the ironworkers called their men off, but we got them together again and finally persuaded them to go to work to-day at noon, and they have now been at work for three hours without striking.

We have at work on these bucks 7 carpenters and 7 ironworkers, and hope the arrangement continues to prove agreeable.

Respectfully,

THE NORCROSS BROTHERS COMPANY,
By COVINGTON.

WASHINGTON, D. C., March 27, 1914.

MR. CHARLES G. WOOD, *Member State Board of Conciliation and Arbitration, Boston, Mass.*

DEAR SIR: — Your favor of March 20, addressed to President Gompers, received here, and in his absence I have communicated the contents of same to the presidents of the two organizations in interest and also to President Thomas J. Williams of the building trades department, urging that an agreement should be reached in

regard to this jurisdictional controversy and thus clear up the regrettable condition that now exists relative to erecting an extension to the State Mutual building in Boston.

Yours very truly,

FRANK MORRISON,
Secretary, American Federation of Labor.

MARCH 31, 1914.

State Board of Conciliation and Arbitration, State House, Boston, Mass.

GENTLEMEN: — With reference to controversy between ironworkers on State Mutual building, we wish to advise that the last agreement, under which we started to work at noon, March 25, is still holding good and we have completed the erection of practically all bucks in the building except those on the tenth floor, where other work is not in condition to permit their erection. Present indications are that we will have no further trouble on this job.

Respectfully,

THE NORCROSS BROTHERS COMPANY,
By COVINGTON.

SLATER & SISNOVICH — BOSTON.

R. L. Slater and A. Sisnovich, 80 Blackstone Street, Boston, manufacturers of men's coats, and employing members of the United Garment Workers' Union, called on March 2 and reported that a certain workwoman had had at odd intervals so many fainting spells as to interfere with business and excite the employers' apprehension of liability for possible injury to her at such times from moving machinery, etc. Besides being at best careless, she was impatient of correction. Accordingly, they had discharged her, and the union thereupon that day declared a strike to compel her reinstatement, and 40 employees went out.

In response to the Board's inquiries the agent of the garment workers said briefly that the strike was according to the

fixed policy of the union, and, if let alone, would adjust itself.

The Board of Labor and Industries, which was investigating the shop conditions, informed the Board on the same day that by reason of the union's assurances that the woman in question would not be upheld in impertinence, the employers had taken her back.

On March 3 the 40 employees returned to work.

STOCKFITTERS — SALEM, BEVERLY.

Demands at the beginning of February were made by the United Shoe Workers of America in Salem, Beverly and vicinity for fewer hours and more pay, and a month's time given for reply, which, being unsatisfactory, after a day's notice of strike, 63 stockfitters stayed away on March 11 from the factories of Joseph F. Hopkins & Sons, E. S. Woodbury Shoe Company, Marston & Brooks and P. A. Field of Salem, the Woodbury Shoe Company and the Bray & Stanley Shoe Manufacturing Company of Beverly. These employers were willing to shorten the week's work time, but not to raise the pay. Agreements were reached in the Beverly factories on March 13, when 24 strikers returned to work; on the same day the Salem men returned to all the factories involved except that of Joseph F. Hopkins & Sons. On March 12 the mayor of Salem had notified the Board that 39 stockfitters of Salem were striking. The Board went to that city on the 13th and learned that all strikers had been directed to return to work. The union had won the shorter week, but the demand for more pay had been abandoned.

J. A. TROTTIER & SON — WORCESTER.

On March 12 J. A. Trottier & Son of Worcester notified the Board of a strike of plasterers, who refused to work under the firm's sub-contract because non-union bricklayers were engaged in the erection of the same building under another sub-contractor. All the required material had been bought, some of it delivered at the building, and hoisting apparatus had been installed. The firm complained of unfair discrimination in that no objection had been made to other sub-contractors in like circumstances on former occasions when the same bricklayers had not been so obnoxious to these plasterers.

The Board gave advice which resulted in a settlement of the difficulty. On March 18 two plasterers took up the work under a private arrangement satisfactory to all.

AMERICAN WOOLEN COMPANY — LOWELL.

Notice of a strike of 80 weavers in the Beaver Brook Mill of the American Woolen Company at Lowell was received late on Saturday, March 14. The strike was a protest against a notice of reduction in the price of weaving certain blankets. The employees had no organization, permanent or provisional, but went out as a matter of general consent, and were of uniform opinion that further economizing, to which they would be compelled by the reduction in pay, would be intolerable, nor did they fear that any would covet the places they had left vacant. The Board was at Lowell on the 17th and advised both parties. The offensive notice had been removed

immediately after the strike, and the management announced its intention to pay the old rates. When the Board made this known to the workers, as many as had not left the town returned, and in a few days all were at their former places.

PACIFIC MILLS — LAWRENCE.

In the second week of March some strikes of dyehouse hands at the Pacific Print Works in Lawrence amounted to about 250 on Saturday, March 14. At last when 75 color mixers quitted work on March 17, the plant shut down and idleness was forced upon 1,300 others. Certain demands for an increase of 2 cents an hour were formulated at a small meeting of strikers called by the organizer of the Industrial Workers of the World on March 16. Forty-two of the 100 present joined the I. W. W. The mayor of Lawrence notified the Board of the strike, and the Board went on the 17th to that city and every day for a week, with a view to inducing a peaceful settlement.

A certain portion, advised by the I. W. W., were not inclined to the methods provided by law, and the others had no means of expressing a collective opinion. Mediation was difficult in the circumstances, but the law was explained to them, accompanied with advice how best to qualify for the advantages it offered to those who refrained from hostile measures. The suggestion of returning to work pending the Board's hearing of the parties was not accepted till it had been many times repeated. The I. W. W. organizer, Joseph J. Downer, delivered addresses on "Sabotage by Capitalists and Class Struggles," and predicted a general strike because

of dissatisfaction in the mills of Lawrence. The mills opened on March 25, and so many of the skilled help as had been idle through no act of theirs, about 1,200, returned to work. The strikers remained out with two exceptions. It was believed by the strikers that the works would be obliged to close again owing to the scarcity of workers in the color-mixing department. The employer was willing to confer with the help, but only after their return to work.

The Board gave a hearing at Lawrence on March 26 at which both parties appeared by their representatives; accepting the Board's advice to confer with intention to agree, if possible, a meeting between them was appointed for the next day following, with the understanding that the hearing would be resumed on learning of their disagreement. The parties, having met on March 27, disagreed, and the Board after due notice resumed the hearing on March 31. The employer as before expressed a willingness to take back all the strikers at their former wages, — 17 cents an hour. The men persisted in their original demand of 20 cents. The agent of the works stated that the business did not warrant an increase, that the works had shut down for a week after the strike and on resuming had 62 men where 75 might be needed when full handed, that he was hiring men every day and would continue to do so since he purposed to continue business; as to the Board's suggestion of a price based on the findings of experts at competing points, he was unwilling to resort to it for the reason that there was no need of it. The strikers, he said, were at first some 75 color mixers; they were soon after joined by 65 men of the soaping room, 110 of the white room and 36 of the dye room; there had been

no demands from any but the color mixers, for the others had gone out merely to avoid disagreeable comment. Forty color mixers that had struck and all the others were now back at work, and there was no controversy with the actual employees; but he was still willing to take back the 34 strikers.

The strikers submitted the following application: —

LAWRENCE, MASS., April 4, 1914.

To the Board of Conciliation and Arbitration.

GENTLEMEN: — We, the undersigned, a committee of the employees of the color-mixing department of Pacific Print Works, situated in this city, having acted upon the advice of Mr. Charles G. Wood and returned to work without obtaining any concession from our employers, now call upon the State Board to make a thorough investigation of the hours of labor, wages and conditions obtaining at said print works and particularly in the color-mixing department. We believe an inquiry into and comparison of said conditions with those of competitive concerns would be beneficial to our side of the controversy.

Kindly take this matter up as soon as possible, as the men are impatient and the trouble may break out at any time.

We remain,

Yours,

DAVID G. KINMOND, *Chairman.*
JOHN WALSH.
JOSEPH SHAWCROSS.
THOMAS FRAIN.

Shortly after these events a dyehouse difficulty in Holyoke resulted in a joint application for the Board's advice. Men skilled in the business were nominated by the parties, appointed by the Board and sworn to a faithful performance of their duty; these were directed to places where work was performed similar to that in question in Holyoke and Lawrence, to ascertain the wages, hours of labor and other condi-

tions under which work is performed by competitors in New England and the Middle States. The product, the performances required of the workers and as many facts were obtained as were accessible in the circumstances of the dyehouse business. The anticipated outbreak did not take place.

W. & V. O. KIMBALL — HAVERHILL.

On March 17 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between W. & V. O. Kimball, shoe manufacturers of Haverhill, and employees in the lasting department. (30)

Having considered said application, heard the parties by their duly authorized representatives, and investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, the Board finds that last "No. 16" in the factory of W. & V. O. Kimball at Haverhill is a high-toed last.

By the Board.

Bernard F. Supple, *Secretary.*

HODGDON-DURAND COMPANY — SALEM.

A trade agreement of November 15, 1913, between the Boot and Shoe Workers' Union and the Hodgdon-Durand Company of Salem established in their factory the "union shop;" but during an experimental stage not all the organized workers were members of the Boot and Shoe Workers' Union. About March 17, 1914, the factory began to make shoes for the trade, and the employer posted a price list which was satisfactory, but two days later 30 operatives, members of the United Shoe Workers of America, of other unions and of no union, struck because the employer would

not sign a price list which they preferred. There was no controversy between the employer and the members of the Boot and Shoe Workers' Union. The Board communicated with all parties concerned, and received notice of the difficulty from the mayor of Salem. Pickets were stationed about the factory. Riotous conduct required police correction. The loyal employees and the strikers could not make common cause, owing to their unions' mutual repugnance. The employer sought an injunction against the unions which supported the strike. The proceedings lasted several weeks. Meanwhile the factory recovered from the shock and on April 1 was said to be full-handed.

On April 11 the edgemakers published the following announcement: —

> We are not now nor have we ever been associated or affiliated with either the Boot and Shoe Workers' Union or the United Shoe Workers of America, the contending unions in the trouble at the shop above mentioned. When the trouble first broke out, we were among those who left the firm for a time. However, our union considered the matter at length, and after an investigation of all facts in the case voted the firm as on the fair list, and our members were then free to go back to work there. This privilege was also given the members of the edgemakers' unions in Lynn and all over Greater Salem. As a result the members of the Edgemakers' Union who wished have gone back to work in the Hodgdon-Durand shop, despite the criticism of the United Shoe Workers' union members. We have not been asked nor have we been expected to join the Boot and Shoe Workers' Union or the United Shoe Workers of America. Our union has voted the edgemaking job on the fair list, and therefore we feel that any of the members of our union are free to work in this shop if they see fit.

The employer applied to this Board to determine whether the business in question was normal. The Board decided: —

Boston, May 14, 1914.

In the matter of the application of Hodgdon-Durand Company, manufacturers of boots and shoes at Salem. (46)

This application, brought to the Board under Acts of 1910, chapter 445, as amended by Acts of 1912, chapter 545, states that a strike or other labor trouble occurred on March 19, 1914, and requests the Board to determine whether the business of said company is being carried on by the petitioners in a normal and usual manner and to the normal and usual extent.

Having considered said application and heard the petitioners, investigated the character of the business and the conditions under which it is carried on, which is the subject-matter of the application, the Board determines that the business of said Hodgdon-Durand Company at Salem, which is that of manufacturing boots and shoes, is being carried on in the normal and usual manner and to the normal and usual extent.

By the Board,
Bernard F. Supple, *Secretary.*

The company was doing business; there was no dissatisfaction of the workers, and no interruption until the great fire of Salem, which consumed the plant. After that the company dissolved, and its members carried their several activities into other cities.

SUB-TARGET GUN COMPANY — BOSTON.

A strike of machinists employed by the Sub-target Gun Company of Boston coming to the knowledge of the Board on March 20, inquiries were made, and it was learned that the parties were negotiating a settlement. Advice was given, with the assurance that the Board would give its services in case negotiations failed. About 23 men had left the factory in resentment of the discharge of 3 men for alleged unfitness

and incapacity. As the result of the negotiation, a further opportunity was given to the discharged men, and all hands returned to work on March 21.

S. DUMOULIN — BOSTON.

Notice of a difficulty in the shop of Samuel DuMoulin, Boston, was brought to the Board on March 25 by the organizer of the International Brotherhood of Bookbinders, in which paper-rulers have membership. The Board then brought the matter to the attention of the employer. It appeared that when the controversy had become intolerable to the employer after several months, and the paper-rulers in his employ offered to submit the points to arbitrators, he declined; but thinking better of it after consulting his lawyer and the Board on March 26, he, like the employees, besought the Board's mediation and the Board arranged for a conference of parties.

Inquiry revealed that it was a question of increasing prices, which he would not oppose if all employers were put upon the same footing, as they were not. His, he said, was a union shop, having the union label and endeavoring to satisfy every union requirement, — the only shop, in fact, of that kind; and it was on him alone that the union had brought pressure. Had he not taken the label, he would not have been so troubled. The parties met in the presence of the Board on Monday, March 30. The controversy as stated by the workmen was that, while the employer had raised his scale above the prices of 1888 and he believed he was still paying more than his competitors, in 1910 the union raised the prices in other shops and his did not rise to that level; the

difference was still greater in 1914; the present scale demanded $24 and $20 for first and second class men, and he was paying only $21 and $18; the newer prices were effective in eight of the sixteen shops of considerable importance, and wages of supervision were not contemplated. The representatives of the union further said that the label distinguished him from other employers in a way that increased his business, and brought to him the highest grade of work in plenty at the best prices with sure pay, and since he profited thus through the influence of his workmen, he ought to be content to pay even more than the demand. The employer was not convinced, saying that his employees were not first and second class, but second and third class; that while he required skillful manipulation, he paid full prices for it according to the grade; that he personally planned the work, allotted it and supervised its execution and, in fact, was the only first-class man in the shop. As for the value of first-class men to their employers, that was a matter of private contract; an employer who has first-class men leaves to them the supervision of the work; the employer knows what they are worth to him and such men receive perhaps more than the union scale. Concerning the label, he did not deem it a help; the customers which the union claimed to have secured to him were his before he took the label; in fact, he lost the valuable patronage of a printer who had reasoned that a label shop (as was the printer's own) is obliged to charge more than others, in ruling as in printing, and so the union printer placed his orders with a non-union ruling establishment. The employer, moreover, disputed the fact that eight chief paper-rulers were paying higher rates than he.

Finally, it was understood that there would be an investigation of the alleged facts, and, to avoid a suspicion of willful delay, it was agreed that any change of price in adjusting the dispute would be effective from that day, March 30. If eight shops were found paying the alleged scale for work performed by men of grades equal to those in DuMoulin's, DuMoulin would pay the demands. The parties were advised to meet as often as convenient, endeavor to effect a friendly settlement and report it to the Board; in case of disagreement, the conference would be resumed on April 8.

The men in question repudiated the agreement of their committee, and the organizer, yielding to their demands, notified DuMoulin that there would be a strike on April 1 if the acceptance of the schedule was refused. The Board called at the shop and reasoned with all the men in question upon the injustice and folly of breaking an agreement, but the men said the committee had overstepped its authority; they wanted the prices named whatever prices obtained in other quarters.

A strike took place on the next day, April 1, when 7 men left their places. This was disapproved by organized labor and explained as the unauthorized act of a mere group of men in a shop and, moreover, repugnant to the aims of trades-unions. On April 3 the organizer, Albert P. Williams, conferred with Charles J. Martell, Esq., of the employer's counsel, on the subject of a settlement, and, on stating that he knew of six shops paying the prices of the scale, the Board was requested to make inquiries, which it did, but was unable to verify the statement at the shops

named. There was a doubt as to the definition of a first-class man, and the Board made no recommendation. DuMoulin withdrew from the controversy on May 4, and advertised the business for sale. The organizer retaliated by saying substantially that the buyer would find a strike there when he took possession.

On May 12 DuMoulin announced that he was going to resume business and had agreed to take back such men as he required for a fresh start at the old rates, to be paid on account pending a settlement by a local board of three, consisting of Daniel McDonald of the typographical union, Albert P. Williams, organizer of the bookbinders, and the secretary of the State Board of Conciliation and Arbitration. The Board's response was as follows: —

COMMONWEALTH OF MASSACHUSETTS,
STATE BOARD OF CONCILIATION AND ARBITRATION,
BOSTON, May 15, 1914.

Mr. S. DUMOULIN, *Pearl Street, Boston, Mass.*

DEAR SIR: — The Board desires me to say that it is not willing to investigate the conditions of paper-ruling in Boston except upon a well-defined issue and a purpose to ascertain such matters as might be accurately specified to it by both parties in interest. There are several sources of error in the plan proposed by Messrs. McDonald and Williams which the Board in its experience is unwilling to have its secretary subjected to.

Let the parties agree on a definition of first and second grade ruling and say where the contentions of one part and the other may be certified by investigation, and the controversy will then be upon the footing required by law and the practice of this Board. The secretary will be in other parts of the State for the next few days.

A form of application for arbitration is herewith enclosed; but if the parties desire an informal settlement with the Board as witness, it may be accomplished with regularity with or without an

application of any kind, but not through an official inquiry except upon a joint agreement to be of record as to the method to pursue.

Yours respectfully,

BERNARD F. SUPPLE, *Secretary.*

On June 30 Mr. DuMoulin stated that business was normal and his men were not disposed to renew the strike, but if any controversy was still mooted, he was willing to join in an application for arbitration. On July 2 the organizer urged the Board to undertake an investigation, and the Board informed him that it would decide any question jointly submitted. In this case the women, 6 in number, did not take part in the strike, and abstained from voting when the question of raising their wages according to scale was before the union. No application for arbitration was submitted, and the Board heard nothing further of the controversy.

MILLETT, WOODBURY & CO., F. A. SEAVEY & CO. — BEVERLY.

Forty-five turnworkmen employed in the Millett, Woodbury shoe factory struck on March 26; 34 employed in the factory of F. A. Seavey, under the same management, quit work. No grievance was alleged. The difficulty had its origin in the attitude of a certain workman of great influence among the people of his race. It appeared that as a result of his dissatisfaction with a former foreman, or, as was represented to the Board, his ambition to become foreman, changes took place in the department, and when a new foreman was appointed, the man in question quit work, but remained in the factory long enough to induce the turnworkmen to leave under the impression that they were unjustly

discriminated against in the distribution of work to be performed.

On the 27th they had effected communication with the Shoe Workers' Protective Union of Haverhill, and through that medium presented demands for an increase of 1 cent a pair for work performed on a certain last, a piece-price for Goodyear stitching, and that none but union men should be employed.

The Board interposed on the 27th with advice and inquiries and ascertained the facts of the case as stated. The mayor of Beverly gave notice. The Board went to Beverly, communicated with both parties, and gave a public hearing on April 1, and presided at a conference of parties on April 3, which was continued to the 4th by the Board's advice. On the 4th the matters were considered as the Board requested, and an agreement was reached on the 6th, the terms of which were not made public. On the following day, the twelfth after the strike, all hands returned to work.

PAINTERS — BOSTON.

A question of raising the rate of pay 5 cents an hour for each section of the craft was made the subject of a referendum, to be answered by vote of the local unions of painters and decorators of Boston and the vicinity. The alternative was to leave wages as they were, 50 cents an hour for painters and 55 cents for decorators. The votes did not seem conclusive, and the district council on March 28 ordered another vote because of defective ballots. On March 31 the Boston local union, No. 11, having nearly 2,000 members,

protested against the proposed re-submission of the question and declared its intention to make a demand for the desired increase on Monday, April 6, and strike if the demand were rejected.

The Board offered its services as mediator on April 1. The district council yielded its approval of the purpose of the men on April 2. Many of the master painters were willing to grant the increase, and both parties told the Board that the difficulty would be averted or run a very short course, for the demand had been expected and none of the larger firms would take new contracts before knowing the price at which they could obtain labor. Some 15 firms reported an agreement, and the number grew to 33 in the morning of April 6. On that day the journeymen appeared at the shops of Boston and its vicinity, stated their demand and went to work or struck according to the reply received. On April 7 all the Boston men of the union were at work. A strike of 25 was reported in Brookline, but that soon disappeared.

J. H. WINCHELL & CO., INC. — HAVERHILL.

The following decision was rendered on March 31: —

In the matter of the joint application for arbitration of a controversy between J. H. Winchell & Co., Inc., shoe manufacturer of Haverhill, and employees in the edgemaking department. (29)

Having considered said application, heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by J. H. Winchell & Co., Inc., at Haverhill, for work as there performed: —

	Per 12 Pair.
Edgetrimming, two trimmings (on last): —	
Goodyear welt: —	
Rubber-soled,	$0 22
Rubber-soled, springheeled,	30
McKay, Goodyear stitch: —	
Rubber-soled,	14
Rubber-soled, springheeled,	21
Goodyear welt, leather-soled, springheeled,	28
Randing heelseat, edgetrimming machine,	05

By the Board,
BERNARD F. SUPPLE, *Secretary.*

PAINTERS — FRAMINGHAM.

About 50 painters went out on strike on April 1 to endorse a demand of 5½ cents increase in the hourly rate, but some returned to work on the following day, having gained their demand. The strike lingered in some shops, and the Board offered its advice to the employers. On April 8 word was received that the strike was settled. On the 9th all had returned to work. This was confirmed by the selectmen of the town in a letter received on April 10.

FARR ALPACA COMPANY — HOLYOKE.

On April 3 notice of dissatisfaction tending to a strike of workmen was received from John Golden, general president of the United Textile Workers. Communication was effected with the parties, but it was not until the 22d that the controversy was defined. The dyehouse men alleged insufficient pay for work performed at Holyoke in the Farr Alpaca mills. Postponements, moved by the agent of the workmen, delayed the course of mediation until the latter days of May, when an

application for the Board's advice was jointly signed, after separate interviews with the parties and continued conferences.

On December 3 the Board issued the following report: —

In the matter of the joint application of the Farr Alpaca Company of Holyoke and its dyehouse hands for an investigation and a report. (76)

Having considered said application, heard the parties by their duly authorized representatives, and investigated the character of the work in question and the conditions under which it is performed, with the aid of expert assistants nominated by the parties, the Board seeking information both as to the conditions under which the work is performed and the results of the labor of the employees as to the quantity of product, the Board finds that the product of the Farr Alpaca Company per man employed is greater than has been found in competing industries. It also finds that the result in wage to the employee is greater than is found in competing industries. The conditions under which the work is performed are at best onerous, but the Board finds that the conditions of employment in the Farr Alpaca Company are at least as good as usually found in other works of this character. Having considered the labor performed, the conditions under which it is performed and the wage resulting from its performance, the Board reports that it has not found that the Farr Alpaca Company pays a wage which is unfair to its employees as dyehouse hands.

In the course of the investigation the Board has been informed that the company adopted a profit-sharing plan January 1, 1914, in the conduct of its business, in which its employees, including the dyehouse hands, participate, but this fact has not been considered in arriving at the conclusion reported above.

By the Board,

Bernard F. Supple, *Secretary.*

The profit-sharing plan mentioned in the foregoing was something apart from the dyehouse controversy; and in response to the request of both petitioners, orally expressed,

it was excluded from the evidence obtained. The Board's attention having been called to it from several quarters, it is recorded here as an instance of the solicitude that an employer may have for the well-being of his workpeople: —

HOLYOKE, MASS., January 28, 1914.

To the Employees of the Farr Alpaca Company.

The directors of this company have voted to inaugurate a system of profit sharing in the form of a wage dividend, with the view of interesting its employees in the financial results of the company's business and of leading them to exercise the greatest possible care to guard against bad work and waste of time and material.

Profit sharers shall be those on the company's pay roll January 1 each year, who remain continuously in our employ during the twelve months next ensuing, and whose services shall be satisfactory to the company.

Any on the profit-sharers' list who may be discharged, or who may leave our employ, or who shall be deemed unsatisfactory, during the twelve months' period, will forfeit all claim to share in the division of profits that year. The amount thus forfeited will not be saved to the company, however, but will be carried to a benefit fund, out of which the directors of the company may grant assistance to aged or disabled employees. Whether absence from work, resulting from sickness or disability, shall be deemed a break in the continuity of employment, shall be decided in each case at the company's discretion, but in no case shall a dividend be paid on wages not actually earned. The company reserves the right, at its discretion, to remove any unsatisfactory employee from the profit-sharers' list or from its employment.

As soon as practicable after the close of the twelve months' period, profit sharers will be paid a wage dividend on the actual year's wages received, reckoned at the same rate per cent. as the shareholders of the company receive in cash dividends on their stock. The yearly total amount paid to shareholders in recent years would have given 8 per cent. on the value of the company's plant and working capital, now ascertained by expert auditors to be $7,200,000, and if, under the new customs tariff, we are able to keep up the same total earnings, there is a possibility of our employees receiving 8 per

cent. in dividends on their yearly wages, and more if profit distributions increase; but, of course, we have not yet had experience enough under present trade conditions to make any predictions.

In the event of the death of an employee whose name is upon the profit-sharers' list, the company, at its discretion, may pay to the husband, wife, children, next of kin, or personal representative of the deceased a wage dividend upon his wages earned.

This system of profit sharing is not offered as a substitute for normal advances in wages when conditions warrant. On the contrary, we hope to continue, as now, to pay the highest wages paid in our branch of the cotton warp worsted dress goods industry.

Any question which may arise in the working of this system shall be subject to interpretation of the directors of the company, whose decision shall be final. It is made for one year only, but, if it proves satisfactory, may be renewed or amended from year to year by vote of the directors of the company.

Our employees are referred to rules to be posted in the various departments for further particulars of this plan.

JOSEPH METCALF, *Treasurer.*

RULES FOR PROFIT SHARING.

1. The Farr Alpaca Company has adopted the following plan of profit sharing with such of its employees as shall be qualified to participate therein and shall not be specially excluded.

2. Profit sharers shall include those, and only those, whose names are on the pay roll of the company January 1 each year, who remain continuously in the company's employ during twelve months (hereinafter called the year) next ensuing, and whose services shall be satisfactory to the company. Any on the profit-sharers' list who may be discharged or who may leave the company's employ or who shall be deemed unsatisfactory during the year will forfeit all claim to share in the division of profits that year. Whether absence from work, resulting from sickness or disability, shall be deemed a break in the continuity of employment, shall be decided in each case at the company's discretion, but in no case shall a dividend be paid on wages not actually earned. The company reserves the right, at its discretion, to remove any unsatisfactory employee from the profit-sharers' list or from its employment.

3. Such sums of money as may be forfeited by employees whose names are on the profit-sharers' list because they leave the company's

employ, are discharged, or their services are deemed unsatisfactory, shall be carried to a special fund to be known as the *Benefit Fund*, out of which the company may grant such assistance to its disabled or aged employees as seems to be just.

4. As soon as practicable after the close of the year, profit sharers will be paid a wage dividend on the actual year's wages received, reckoned at the same rate per cent. as the stockholders of the company receive in cash dividends per share of stock.

5. In case of the death during the year of any one upon the profit-sharers' list, the company may, at its discretion, pay to the husband, wife, next of kin or personal representatives of the deceased, the wage dividend set out in section 4 upon the wages paid to the deceased during the year.

6. The right to receive a wage dividend shall be personal to the employee, and shall not be assignable. Receipt by the company, during the year, of a notice of assignment of wages by any one upon the profit-sharers' list will justify the company in regarding that employee as unsatisfactory.

7. This plan is adopted for the year commencing January 1, 1914. If it proves satisfactory, it may be renewed or amended from year to year by vote of the directors of the company.

8. Any question which may arise in the working of this plan shall be subject to the interpretation of the directors of the company, whose decision shall be final.

JOSEPH METCALF, *Treasurer.*

JANUARY 28, 1914.

The mill hands had given the matter scant consideration as something too remote from their sense of what was due to them, when, as the Christmas season was drawing to a close, on January 5 of the new year, about 2,500 persons received a "wage dividend" of 8 per cent., nearly $100,000 in the aggregate. It was a boon to each equivalent to a month's earnings. The effect was exhilarating. An address to the treasurer, signed by 2,700 men and women, contained the following, which was delivered at the annual meeting of directors on January 27, 1915: —

The employees of the company believe that this is one of the important steps which has been taken in this country to solve the relation between labor and capital and hope that it not only will be continued, but may be the means of establishing an enduring feeling of good will between the stockholders and employees of the company.

Thus believing, the employees of the company do hereby convey to you, and through you to the directors, their appreciation of the fairness and wisdom which has marked the institution of the profit-sharing plan, and especially do they express to you their heartfelt regard for your untiring efforts to deal justly with them and to secure for them a fair share of the productive output of the company, and in recognition of which service they present to you this testimonial of their affection and esteem.

It was unexpected. The directors had just voted to continue the plan through the ensuing year, and so informed the operatives' committee.

The act of the employer in this instance is commendable for its generosity. The plan was not vitiated by the inclusion of any requirement that can be deemed a hardship. In return for a substantial gratuity the employer merely asked that they might "exercise the greatest possible care to guard against bad work and waste of time and material;" but thrift, good performance and care were duties which they already owed prior to any dividend.

H. P. HOOD & SONS — BOSTON.

Of the drivers and their helpers and others, numbering 60 or more, engaged by H. P. Hood & Sons of Boston to deliver milk from its Forest Hills station, some 36 declared a strike soon after the midnight of April 5 and 6, in resentment of the employer's alleged opposition to the Milk Wagon

Drivers' Union, Local No. 38. Their fellow employees from other distributing stations assembled in a large meeting and considered the grievance a common cause, but concluded that it did not need any more emphasis. The strike did not spread to other stations.

The Board promptly interviewed both the officers of the corporation and the representatives of the union. Whatever the drivers' grievance before the strike, the employer had one because of it, saying that the men were under contract to give a week's notice in case of resignation, but had deserted their wagons and left their places without any notice, statement of grievance or request whatever, and that deeming it a duty to remedy at once the inconvenience to the public, that duty was promptly performed with the aid of men promoted from lower positions or recruited from applicants on the waiting list. The employer expressed a willingness to ignore the trouble so far as to put upon the waiting list such strikers as desired to return, and to reappoint them to forfeited positions on occasion. The Board made the employer's attitude known to the strikers and induced both parties to confer, which they did on April 9 and 10 and remained in communication through their agents for several days. The company considered the strike at an end; the controversy existed, however, and might have become hostile at other stations.

Peter J. Donahue, Esq., attorney for the union, petitioned the Board on April 15 to endeavor by mediation to effect a friendly adjustment or, if advisable, to say which party was responsible for the difficulty. The Board announced a hearing, to be given on April 21, and the employer responded in

a letter of April 18 that he was then considering a comprehensive plan for the regulation of future relations with employees, which would be made known in a few days. A large committee of the strikers and others of the union appeared at the hearing on April 21, but the employer was not represented for the reason given in the letter. At a hearing given to the employer on May 5, it was admitted that one of the local management had been informed of the approaching difficulty some seven hours before the strike. The plan of future relations included some changes in the scheme of profit sharing then in vogue, which were explained, but no copy was submitted until May 14.

The Board issued the following report: —

Boston, May 15, 1914.

In the matter of the strike of milk-team drivers in the employ of H. P. Hood & Sons of Boston.

Having knowledge on the 7th of April of the strike of 36 milk-team drivers at the distributing station at Forest Hills, where about 60 team drivers had been employed, the Board put itself into communication with the parties and advised conferences, which were held from time to time. No agreement to re-employ the men having been reached, formal notice of strike and a request for an investigation were received on the 15th of April from the strikers. The investigation was assigned to the 21st, and on that day the employees — substantially all who had struck on the 6th — appeared, but the employer did not appear. The Board heard all the witnesses presented and inquired into the conditions which prevailed and those which they alleged as the occasion of the strike. The strikers claimed that men had been discharged, three without just cause and others for membership in a labor union, and that it was generally understood that a man would be discharged if found to belong to a union. It appeared that the three men in question had been discharged for alleged intemperance; but it was claimed that others of like habits, not being members of the union, were permitted to continue in the employ of the company. It was also alleged that an intricate sys-

tem of keeping accounts had been installed at the station, which was difficult to understand and without proper safeguards from inaccuracies and errors injurious to the men employed; but the strike was an effort to compel the reinstatement of the three discharged men. The Board, having adjourned the hearing, notified the employer that on May 5 it would interrogate the officers of the company relative to the existence and continuance of the strike and the cause therefor.

It appeared, upon interrogating the officers of the company and the witnesses presented, that their first knowledge of impending difficulty was about 6 o'clock in the evening of Sunday, April 5, when an officer was called to the telephone and told of trouble at the Forest Hills establishment. The company operates several distributing plants and employs for such purpose in all about 325 men. Of about 60 employed at the Forest Hills plant, 36 went on strike at 1 o'clock A.M. on Monday, April 6. The company called men from other stations and arranged for distributing milk as completely as possible under the notice received, by making suitable shifts. About 50 different routes are operated from this station; other employees were assigned to deliver milk upon the routes which the strikers had left. The employer alleged that the three men in question were addicted to habits to which the employer objected and had been discharged for cause, after having been repeatedly warned by the employer. It was also said that the employer did not know whether the men who struck were members of the union or not; that no discrimination was made against any for that reason; that places would be given to those who had struck who desired to return to work as soon as vacancies occurred. Nine had already returned to work and three others had signified a purpose to do so at the time of the hearing before the Board. It also appeared that the same system of accounting was employed at the Forest Hills station as at the other stations of the employer. It was claimed that all places had been filled by other employees at other stations or from a waiting list of persons desiring employment, on file in the office of the company, and that none commonly known as strike-breakers had been employed. At the time of the hearing there was under consideration and about to be put in operation a plan of profit sharing which the company believed would be alike equitable to the employer and to the employee, which was somewhat different from the plan of profit sharing then in operation. It appeared that the minimum wage of

the employee who had been six months employed was $20 per week and that under the profit-sharing plan an amount equal to $3.60 per week in addition to the minimum wage was given as the employee's share in two payments, in June and in December of each year. The employer declined to re-employ the three men discharged.

The Board finds that the strike of the 36 men at the Forest Hills plant of H. P. Hood & Sons was occasioned by the discharge of the three men and by the opinion entertained by those who struck that membership in the union would occasion their dismissal; that in dismissing the three men the company acted within its rights and no just cause for complaint exists; and that no discharge of any employee had been made because of his membership in the union, but that there existed an honest belief in the minds of those who struck that such would be the action of the company in the event of its knowing that an employee had become a member of the union. It was because of this belief and to compel the reinstatement of the three discharged men that the employees went out on strike.

The company's proposed plan of employment, as submitted to the Board, is as follows: —

The management of the company has decided, without affecting in any way the favorable conditions under which its employees have been working, to give them an opportunity to enter in larger measure into the management and administration of the company and to a larger share in its prosperity.

By vote of the stockholders duly passed upon Wednesday, May 13, 1914, and ratified by the board of directors, it has been voted that the corporation shall issue $200,000 worth at par of its preferred stock, the same to have a par value of $10 per share so as to be easily within the reach of any employee and to pay 7 per cent. This stock will have voting power and will be available to the subscription of any employee who has been in the employ of the company for three months. This stock is only available to employees of the company, and the directors reserve the right to repurchase it at par in case an employee severs his connection with the corporation. It has been also voted that these shares of stock shall be received by the corporation in lieu of any bond or deposit of cash, as a guarantee of the honesty and faithful discharge of duty by the employee. In case of death this stock will be redeemed by the corporation at an increase of 25 per cent. above its par value.

The Hood organization in Massachusetts consists of twelve stations. The route salesmen, who make their headquarters at each branch respectively, have been asked to elect a representative who will meet with

three representatives nominated by the company each month, for discussion and adjustment of any matters mutually affecting the interests of the employees and of the corporation. The individual members of the council will be expected to keep in touch closely with matters affecting the interests of his own branch and of the locality which that branch represents. They will be authorized to receive any complaints, investigate any causes of dissatisfaction, to look into any matters adverse to the individuals or to the business itself and will adjust such matters or report upon them to the next meeting of the council. It is provided that special meetings may be called from time to time by the president upon matters of urgency. The council will consider all matters that may be brought before it, and will hear at length any persons who may desire to appear before the council upon matters connected with the conduct of the business, its success, trade conditions and in the broadest sense all matters connected with the interests of the company and of its employees. The council will report its findings to the corporation with its recommendations, and the board of directors will pass upon them at their next meeting. For this service each member of the council will receive from the corporation his traveling expenses and proper specific pay for his time consumed. It is hoped that through the opportunities thus offered, in the first place, to all employees to become stockholders in the concern and thus to associate themselves even more closely than hitherto with the management and control of the business, and, in the second place, to have a direct and close medium of communication from the most remote branches to the central office, the heartiest and most efficient cooperation will be permanently established between the management and its employees, with the fullest measure of mutual prosperity resultant therefrom.

Upon the wisdom of the employees in selecting their representatives to the council proposed and upon the fairness of the employer in carrying out the provisions of the plan in accordance with its letter and its spirit, will depend the harmonious relations between the employer and its employees.

The Board recommends that the employees now on strike apply for the positions formerly occupied by them, and recommends to the employer that the former employees be received into the employ of the company, and that no discrimination be made against any by reason of the strike.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

EGG INSPECTORS — BOSTON.

Egg inspectors are distributed through a large number of shops that supply the markets of Boston and its vicinity. About 100 egg merchants employ one or two, or perhaps three or four; three employ about 10 each, while one large company has 20 men skilled in candling and grading eggs.

A tentative agreement was proposed by these workmen in the following manner: —

Egg Inspectors' Union No. 13006,
Boston, April 6, 1914.

Dear Sir: — Inclosed you will please find a schedule of working conditions, which I forward to you in accordance with the instructions received from the Egg Inspectors' Union No. 13006, A. F. of L., for your consideration.

You will see that nothing unreasonable or unfair is contained in it, and I trust it will meet with your approval.

Should you desire to obtain further information concerning it, our representative will call upon you at such time and place as will suit your convenience.

Kindly address reply, which I hope will be favorable, to

Edward L. Conn, *Secretary.*

30 Appleton Street, Everett, Mass.

Schedule of Working Conditions, Hours of Labor and Wages agreed to by the Egg Dealers of Boston and Vicinity and Egg Inspectors' Union of Boston No. 13006, American Federation of Labor, to go into effect May 1, 1914, and so continue until May 1, 1915.

Article 1. The hours of labor shall not exceed 9 per day and shall be worked between the hours of 7 A.M. and 5 P.M., except on Saturdays, when the hours of labor shall be from 7 A.M. to 1 P.M.

Article 2. All work done in hours other than as stated in Article 1 shall be considered overtime and shall be paid for at the rate of time and one-half.

Article 3. Egg inspectors shall be paid not less than $16 per week.

Article 4. No work shall be performed on Labor Day.

Article 5. Shops employing from three to nine journeymen may have one apprentice, and shops employing ten or more journeymen shall be entitled to two apprentices. Two years' service at the bench shall constitute an apprenticeship.

Article 6. In the event of any differences of opinion arising between the parties to this agreement as to the meaning of any clause or clauses herein, or on matters that may not be covered in this agreement, the same shall be referred to the Massachusetts State Board of Arbitration, whose decision shall be accepted as final by both parties.

Article 7. Egg inspectors at the present time receiving more than $16 per week shall not be reduced.

Egg inspectors shall be entitled to all legal holidays without loss of pay.

Article 8. Should either party to this agreement desire a change therein at its expiration, the party so desiring shall serve notice on the other party of the change or changes desired thirty days before the date of expiration of this agreement, and if at the time of expiration of this agreement a settlement has not been reached between the parties to this agreement, then all questions in dispute shall be referred to a board of arbitration consisting of three members, one of which will be selected by each party to this agreement within twenty-four hours after the expiration of this agreement, and the two so selected shall select the third member within three days after their appointment.

Article 9. In the event that either party to this agreement fails to appoint its representative as provided in Article 8 of this agreement, or in the event that the two arbitrators appointed fail to agree upon the third arbitrator within the time specified in Article 8 of this agreement, then all questions in dispute between the parties to this agreement shall be referred to the Massachusetts State Board of Arbitration.

Article 10. The decision of either the board of arbitration appointed by the parties to this agreement or the Massachusetts State Board of Arbitration, shall be final and binding upon both parties to this agreement and the decision of the arbitrators shall take effect from the day following the date on which this agreement expires, it being distinctly understood that no strike or lockout be engaged in pending the decision of the arbitrators.

Article 11. Should either party to this agreement fail to give notice to the other party as provided in Article 8 of this agreement, then this agreement shall be considered as in effect for another year, and so on from year to year until notice as provided for in Article 8 of this agreement has been served.

No response having been received in April, Mr. Frank H. McCarthy, general organizer of the American Federation of Labor, renewed the requests in personal interviews with the employers and in a letter to the secretary of the Fruit and Produce Exchange, to whom they referred him. There was no reply then. The secretary of the Chamber of Commerce, being solicited thereto, interviewed several egg dealers with negative results, which he reported to Mr. McCarthy. The general organizer thereupon, May 2, made known to the Board the course of the controversy, announced that a strike was threatened and requested the Board to interpose with suggestions of a more peaceful way of securing consideration.

This was immediately acted upon by the Board and continued from time to time for twelve weeks. It was learned that the employers in question were not used to making collective agreements, and that however much the trade was organized for other purposes, there was no provision for concerted action in labor matters, nor was there likely to be any. The Board found no antagonism to organized labor, — simply inertness and incredulity. The circumstances appeared to warrant a degree of apathy, — in most cases they were intimate enough with their workmen to feel that there could be no grievance without their having direct knowledge of it; some would not believe that their men belonged to a union.

for the employer would have heard of it before, — not that it mattered much one way or the other. One of the largest employers was willing to attend a conference of parties at the pleasure of the Board whenever it might be called.

Proposed meetings and further inquiries were postponed because of the pressure of other business, — several times on motion of the employees' agent. In the first fortnight of July the inquiry was resumed. It was found then that the employers deemed it necessary to have a perfectly free hand, and would not be hampered by rules which they deemed in every aspect superfluous, for they were willing to pay the best of wages to first-class men and to retain their services. They alleged that the men worth having were making no complaint, only those of doubtful efficiency. The inspector who is lacking in skill or in conscience may allow a bad egg to pass, to the great injury of all concerned except himself, to whom the fault cannot always be traced; and the union which guarantees neither efficiency nor integrity is unreasonable when it would raise the wages of the undeserving, — for merit does not need such assistance, — or would reduce men of different aptitudes to an equal footing. The union, on the other hand, denied the imputed motives, saying that a man was or was not a skilled inspector, and, if so, was entitled to confer with his employer on questions of wages; moreover, the price named, $16 a week, was a minimum for a man of such responsibility, and the union would make no objection to any one's receiving as much more as he could obtain. The egg inspectors, however, did not go on strike or press the matter any further.

In such a case as this, we observe men who work in small numbers in many places without any common grievance, since

they do not have to encounter the ills of shop life under the same conditions; for these in the nature of things must vary as intimacy varies in the relations of master and man in small shops. The corporate feeling of large numbers at work under one roof, and controlled by the same methods and policies was lacking in this case, and could not be created by the egg inspectors meeting occasionally as union men.

CONDON BROTHERS & CO. — BROCKTON.

On April 7 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Condon Brothers & Co., shoe manufacturers of Brockton, and finishers in their employ. (18)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 12 cents for 24 pair shall be paid by Condon Brothers & Co. to said employees for waxing, padding, brushing and keying heels with the Expedite machine, for the work as there performed.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

E. T. WRIGHT & CO., INC. — ROCKLAND.

On April 7 the following decisions were rendered: —

In the matter of the joint application for arbitration of a controversy between E. T. Wright & Co., Inc., shoe manufacturer at Rockland, and treers in its employ. (3)

Having considered said application, heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the

subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by E. T. Wright & Co., Inc., to employees in the treeing department of its factory at Rockland for work as there performed: —

TREEING.

	Per 12 Pair.
Patent-leather shoes with mat-, box-, kid-, or cloth-top: cleaning top, vamp and tongue and ironing vamp; dressing to be applied to the top when required,	$0 44
Patent-leather shoes with vici-top: cleaning top, vamp and tongue; ironing vamp and top, and applying one coat of dressing to top,	44
Patent-leather shoes with patent-leather top: cleaning top, vamp and tongue and ironing the whole upper,	44
Patent-leather shoes with ooze-leather top: cleaning top, vamp and tongue and ironing vamp,	50
Vici shoes with vici top: cleaning top, vamp and tongue; ironing the whole shoe and applying one coat of dressing to vamp and one coat of dressing to the top,	No change.
Vici shoes with mat-, box-, or kid-top: cleaning top, vamp and tongue; ironing vamp, and applying one coat of dressing to vamp and one coat of dressing to top,	No change.
Gun metal and velours shoes with box-, kid-, velours-, or mat-top: cleaning top, vamp and tongue; ironing top, vamp and tongue; applying one coat of filler and dressing top with dull dressing (two coats when required),	30
Box calf shoes: cleaning top, vamp and tongue and applying one coat of filler,	No change.
Wax calf, Cordovan, and chrome calf shoes: cleaning top, vamp and tongue; rubbing down with stick and grease; applying one coat of slicker, and palming with chalk,	42
All white shoes: cutting off covers; cleaning vamp, top and tongue, and washing them when required,	30
Tan shoes, all tops: cleaning vamp, top and tongue and polishing,	No change.
Samples,	Price and one-half.
Singles,	Price and one-half.
	$0.30 per hour.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

In the matter of the joint application for arbitration of a controversy between E. T. Wright & Co., Inc., shoe manufacturers at Rockland, and employees. (4)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that E. T. Wright & Co., Inc., shall pay to employees the following prices, for work as performed there in its factory at Rockland: —

	Per 12 Pair.
Fine-scouring and lining-up heel, ...	$0 04½
Setting edge around forepart and heel, ...	36
Trimming edge around forepart and heel, ...	36
Goodyear stitching around forepart and heel, ...	36

By the Board,
BERNARD F. SUPPLE, *Secretary.*

MILLERS FALLS COMPANY — ERVING.

Early in April complaints were rife among the machinists in the employ of the Millers Falls Company at Erving of charges for spoiled work by the use of defective tools and for breaking tools; changes from piece to day work entailing diminished earnings; changes of product from one department to another, thus to abolish a former price and establish a lower, as of "new work;" time lost through no fault of machinists; wage reductions "through the operation of so-called efficiency methods."

The following letter was sent the employer on April 20: —

Millers Falls Company, Millers Falls, Mass.

GENTLEMEN: — Machinists' Lodge No. 132 of Millers Falls, whose members are employed by the Millers Falls Company, having entered a complaint of reductions in wages being received by its

members, and the undersigned having been appointed as agent to represent the machinists in this controversy, and being desirous of having the matter adjusted in as peaceful a manner as possible, the following method of arbitrating the grievance is respectfully submitted for your approval, viz.: —

The Millers Falls Company to appoint a representative, the machinists to appoint a representative, these two representatives to agree upon a third representative who shall be a neutral party, preferably a resident of Millers Falls; this arbitration committee to ascertain the wages paid one year ago and the present wages received by the complainants, in order to determine the facts in the case.

This arbitration committee to meet as soon as possible.

Trusting this proposition will be satisfactory to the Millers Falls Company and awaiting a reply, I remain,

Very truly yours,

Frank Jennings,
Vice President, International Association of Machinists.

120 Pleasant Street, Dorchester, Mass.

On receiving no reply, he notified the Board as follows: —

To the Honorable the State Board of Conciliation and Arbitration, Boston, Mass.

The undersigned respectfully represent that a strike or lockout is seriously threatened in the tool manufacturing business and mechanics' tools industry at Erving, in this Commonwealth, involving Millers Falls Company and about 125 men employed by the company as machinists, and that the nature of the controversy, briefly stated, is as follows: The machinists claim a reduction of wages has taken place during the past year. We have the names of over 20 men whose wages are from $1 to $3 per week less than one year ago. Men are taken off piecework jobs and put on day work and only given 20 cents per hour. We claim that 30 cents per hour should be the minimum rate for day work. Men have been docked for spoilt work and compelled to buy their own drills.

Wherefore, your honorable Board is respectfully requested to put itself in communication, as soon as may be, with said employer and

employees, and endeavor, by mediation, to effect an amicable settlement between them: and, if the Board considers it advisable, investigate the cause of said controversy, and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same.

Dated this twenty-seventh day of April, A.D. 1914.

FRANK JENNINGS, *Vice President,*
International Association of Machinists,
Agent for Men involved.

120 PLEASANT STREET, DORCHESTER.

A conference of parties in the presence of the Board was held in Erving on May 2, which terminated in these offers by the employer: —

The company will consider any grievance and remedy all difficulties that can be remedied through conferences with individual employees.

When pieceworkers are put upon new work, which may later be paid for at hour rates, they shall suffer no diminution of earnings.

The conference adjourned to May 4 in order that the committee might report to their fellow employees and ascertain their collective will. The machinists assembled at headquarters, accepted the offers so far as they responded to the demands, but not as a final settlement, and instructed their committee to insist on an answer to the remainder of their demands. The conference was renewed on the 24th, made no progress and dissolved. The employer invited the committee to call again on May 11. On May 12 the workmen requested the arbitration of this Board, but the employer on May 19 refused to join in the submission of the controversy.

Both parties were notified that a public hearing in the matter would be given on May 26 at Millers Falls. The

Board met on that day according to notice. The employer did not appear. A thorough investigation was made. The workmen who had contemplated a strike developed great patience since the matter had been examined, and expressed a belief that, while events moved slowly, the employer would be in fairness obliged to make concessions in view of the justice of their claims and their abstinence from harsh measures.

At length, on July 8, the Board held another conference of parties at the office of the company at Erving. The employer was willing to renew the negotiations, and the conference adjourned with the agreement that the employees should nominate some 10 or 12, from which the employer should select 2 to act with the management as a conference committee for the consideration and presentation of all grievances; that grievances should be settled mutually so far as possible, and any remaining unsettled should be referred to this Board.

The first conference held under the agreement of July 8 resulted in a deadlock and a renewal of strike talk. The Board counseled peace and went to Erving on July 22. The doings were committed to writing and sent as a memorandum to both parties: —

COMMONWEALTH OF MASSACHUSETTS,
STATE BOARD OF CONCILIATION AND ARBITRATION,
BOSTON, July 24, 1914.

Messrs. W. J. PARSONS, PHILIP ROGERS, J. C. DEAN, D. A. BORTHWICK, *Members of Conference Committee, Millers Falls Company and Employees, Millers Falls, Mass.*

GENTLEMEN: — At a conference in the presence of the Board in the salesroom of the Millers Falls Company on Wednesday, July 22, at which Messrs. Stebbins and Parsons appeared for the Millers

Falls Company and Messrs. Dean and Borthwick appeared for the employees, the following matters were considered: —

1. The advisability of considering a readjustment of piece-prices prevailing in departments 2A, 2B, 5 and 12, as contemplated by the parties in agreement approved October 10, 1913.

2. Minimum wage of 30 cents per hour for pieceworkers.

3. Change of system which compels pieceworkers to buy drills for work performed in the departments specified.

4. That workmen shall not be charged for spoiled work unless the damage is the result of carelessness.

After a frank discussion of the matters being considered, the free interchange of opinions relating thereto, the Board recommended that the parties resume conferences at an early date and take up and consider a readjustment of piece-prices. The Board holds that the committee in conference by going over the price lists for work established in various departments can by the process of elimination reduce the number of prices in controversy without resorting to a general timing method. A fair price for piecework is one which the parties in interest agree on. In considering the question of time allowance, which resulted in considerable controversy during the negotiations some time ago, the Board suggested that the parties try out a compromise time allowance for a period of three months, for the purpose of ascertaining what would be fair.

The Board suggested that the company consider a change in the system so far as it relates to the purchase of drills by pieceworkers, which would put the latter on the same basis as the day help.

In the matter of spoiled work, the Board recommended that any workman claiming that he was charged unjustly should have the right of appeal to Mr. Stebbins or Mr. Parsons, either personally or through representatives of the employees on the conference committee.

Respectfully yours,

CHARLES G. WOOD.

The remainder of 1914 passed without a renewal of the controversy.

W. L. DOUGLAS SHOE COMPANY — BROCKTON.

On April 9 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between W. L. Douglas Shoe Company and employees in its Factories 1 and 2 at Brockton. (13)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that W. L. Douglas Shoe Company shall pay 5 cents in Factories Nos. 1 and 2 at Brockton for getting out 24 pair of lasts as such work is there performed.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

M. T. STEVENS & SONS COMPANY — HAVERHILL.

On April 9 a list of weavers' grievances was presented to the management of the Pentucket Mills at Haverhill, owned by M. T. Stevens & Sons Company, proprietor of five groups of textile mills in New England. The superintendent said that the claims would be considered, but could not be decided offhand. Thereupon 50 weavers struck, and were requested to return to work pending an adjustment; but they refused and 50 more came out on strike on April 10. The Board was duly notified of the difficulty by the commissioner of public safety at Haverhill and immediately communicated with the superintendent of the mills. It was learned that the proprietors were willing to negotiate a settlement and would respond to any effort by the Board; but since the parties

were then in conference, the Board advised them to persist in their mutual efforts to agree, saying that it would mediate between them if occasion required.

The conferences gave opportunities to bring forward a larger number of difficulties that seemed on investigation to be merely part of the ordinary tasks of weavers. Two members of the company went to Haverhill and were earnest in their attempts to give every possible assurance of satisfaction. Between conferences, the local organizer of the Industrial Workers of the World endeavored to secure the weavers' adhesion to that revolutionary body. A settlement was reached on April 13, and the 100 weavers returned to work.

The following was received on April 14: —

Haverhill, April 14, 1914.

Bernard F. Supple, Esq., *Secretary, State Board of Conciliation, etc., State House, Boston, Mass.*

Dear Sir: — The strike at the Pentucket Mills, on Winter Street, Haverhill, has been adjusted and the men have returned to work. I think that the operatives are not organized, though an effort was made last week by Joseph Downer of Lawrence to organize them within the I. W. W.

I make it a rule to inform your Board of any strike in its incipiency, and excellent results have followed this method, notably in the case of the coal teamsters' strike. I thank you for your attention, and I remain,

Yours sincerely,

Albert L. Bartlett,
Commissioner of Public Safety.

According to a statement of the employer, the weavers of some kinds of goods were to receive a somewhat higher compensation, some jobs were to be differently distributed to

one and two loom weavers, and the weavers waived the demand for the abolition of the grading system.

Both parties were content with the result, the weavers especially, for on April 22 they celebrated the peace in feasting at Socialist Hall, with song, dance and speechmaking.

HEYWOOD BROTHERS & WAKEFIELD COMPANY — WAKEFIELD.

On Monday, April 13, there was a strike of 9 finishers as the result of a refusal of a demand for an increase of 3 cents an hour, and another of 60 mat weavers for a like reason and stimulated by the action of the finishers. About 50 others came out on strike on the 14th. The team drivers and helpers, 8 of each, on the 14th ceased work for a while and demanded an increase of 25 cents a day and the reinstatement of a man who had been discharged. The company refused to reinstate the man and said it would take the wage increase under consideration until the 17th. The teamsters concluded to resume work till then. On the 15th and 16th the drivers were granted an increase of 2 cents an hour, but the helpers' pay was not raised. The pay envelopes of the 17th were deemed a convincing reply which determined a strike of all in the transportation department. The teamsters' strike was destined to extend to other departments and to be the chief obstacle to a settlement.

The Board went to Wakefield on April 15 and had interviews with a committee of 15 representatives of the several departments. The strikers then numbered more than 200. A majority of the committee was in favor of accepting the

Board's advice to return to work pending the company's reply to the demands. The company promised a reply in less than a week. On the 16th the finishers returned to their jobs. The weavers reduced their demand of increase per hour to 1 cent, after a day's deliberation the increase was granted and they returned on the 17th.

Meanwhile, as stated, the team drivers were all out on strike. Circumstances caused this phase of the difficulty to spread to other departments, complicated the grievances and rendered mediation more difficult, undoing the settlement thus far reached and postponing indefinitely the practical adjustment of the several controversies. The Saturday half holiday followed by two holidays afforded opportunity for a house-to-house canvass by persons of hostile disposition, with the result that half the factory hands, about 500 in number, gave their adhesions to the methods of the Industrial Workers of the World. On Tuesday, the 21st, they remained out on strike. The major portion of these was composed of men and women whose use of the English language was limited to a few words and young persons who spoke it a little better on occasion. These were gathered into a hall by the I. W. W. organizers, of whom they expected much. Noon meetings were held in a waste lot opposite the factory, with a view to attracting those who retained their jobs; but most of the curious who forfeited a part of their dinner hour in order to learn what was afoot were unmoved save to ridicule the I. W. W. movement, and resumed work when summoned by the factory whistle. The strikers of the chair and other departments began their parades through the town. The

daily march kept the police busy till, believing it was an incentive to disorder, the selectmen forbade further parade.

While industrious factory hands continued to go to work as usual undismayed by hostile demonstration, others willing to work remained away, claiming it would be dishonorable to oppose a movement for better wages, however mistaken it might be. Others remained away or proposed to strike in the belief that the business could not return to its normal course without conceding much to the workers. In such event, they argued, those who had not asked for anything would surely receive nothing. The English-speaking workers of long experience in the factory and in the trades-unions of former years, though they knew their numbers and relative strength had been greatly reduced, let it be understood they were not without a desire for higher wages and alleged the increased cost of living as a reason therefor. On April 22 many strikers meeting the I. W. W. in Foresters' Hall were addressed by English, Polish and Italian speakers. A vote of confidence in the I. W. W. was passed by a plurality of five. Subsequent meetings of the I. W. W. were mostly held in the field. On April 22, 200 rallied to the I. W. W. The more conservative of those who were idle through no fault of their own, English-speaking and Polish people, such working employees as believed in collective bargaining and many strikers sought the guidance of the American Federation of Labor. The cleavage was complete when the Reed and Rattan Workers' Union was assimilated to organized labor on April 25.

Forty-five workers of the carriage department struck on

April 23; 60 car-seat workers, on the 25th. On May 2, 16 wood workers quitted the factory; on May 4, 27 machine-shop hands. More than 600 employees were out on strike or idle in consequence of it, and more than 300 remained at work. The strike lingered for several weeks under constantly changing aspects.

The company, resolved to do business at all events, hired applicants and discharged employees from time to time in the usual manner, and so far as possible according to requirements. Some of the later accessions and many former employees, finding the environment intolerable, left Wakefield to seek work in other places. From May 9 to 13, 63 families left the town to return to Italy. The wage earners and the strikers began to come into collision towards the middle of May. The local police force, a small body of men subjected to a severe strain for more than a month in maintaining order with admirable efficiency, was reinforced by a detachment of metropolitan police, which arrived none too soon. While the increased force served to protect persons and property, it was also a notice of strike visible to all strangers looking for work. Some three or four arrests and convictions preceded a riot on May 15, when a superintendent, a watchman and 20 workers were chased from the factory gates or assaulted with stones and dangerous weapons, and some of them were severely injured. One of the metropolitan police was taken to the hospital with a scalp wound. A belief that the new hands were professional strike-breakers who challenged hard knocks, was largely the cause of the rioting. On May 23 a bomb was exploded under the company's office and store in New York City, with great damage

to the building. The belligerency manifested by one element was offset by the desire for peace which the others professed. This desire would have been more effective if they had remained at work or returned pending a negotiation.

The Board could render no binding decision since no question had been jointly submitted. Neither the company nor the I. W. W. element would refer a proposition to any tribunal to adjust. The Reed and Rattan Workers' Union was willing to arbitrate, and its members, and others who looked to them for advice, would return to work under a joint application for the arbitration of this Board; the employer was willing to take part in a mutual settlement, but not to arbitrate. The union expressed a belief that an agreement of parties could be better effected without a conditional resumption of labor; for, it was argued, the unpremeditated strike had proved to be one in which many minds on many points had come into unison that could never before and might never again agree. To return without an assurance of an adequate means of declaring and adjusting present and future grievances would be to return vanquished. In such a posture of affairs time is an essential element in producing a change.

From the beginning of the trouble to the end the Board did not relax its efforts. It made 45 visits to Wakefield. Hearings were had on nine days and as many days were devoted to conferences. Oral and written messages, sent or received in Wakefield or Boston, were innumerable. The following communications continue the history of the case. On May 22 the Board said to the strikers: —

The State Board of Conciliation and Arbitration has received the conclusions of Heywood Brothers & Wakefield Company relative to the plan of settlement submitted by Commissioner Wood at a conference of parties following the adjournment of the public investigation on May 14. The testimony presented by witnesses for the employees and the company showed the existence of piece-prices and hour work in practically all departments of the industry; such a system does not yield readily to horizontal changes in wages. A fair method of dealing with this part of the controversy is to take up each department by itself. Commissioner Wood suggested that a committee of employees, representing all the employees in a department, meet with the superintendent and any other representative of the company and go over the price list in conference. Such a method presents an opportunity for both sides to consider prices fairly and amicably adjust any dispute. This Board may be called to consult and advise if any difference remains.

The company substantially assents to this method of dealing with its employees, and the Board herewith presents for your consideration the company's conclusions: —

The company will meet one employee or more of any department of the business, acting as individuals or as a committee chosen by and representing the employees in such department, and confer on any request, suggestion or recommendation concerning wages, hours and conditions of labor or other matters pertaining to such department and conditions of labor or other matters pertaining to such department and affecting the workers therein.

At any conference of parties where wages, working conditions, hours of labor or any other matter concerning the relations between the company and its employees is to be considered, the State Board of Conciliation and Arbitration shall be invited to assist the parties in their endeavor to adjust amicably the matters in dispute if either party to the conference desires it.

The company is willing to post a price list in each room for the work performed in that room.

Relative to the request that price for making shall accompany all new work, the company is willing to adopt another method and to confer with the employees in an endeavor to find one more satisfactory to them. If a better system than the one employed relative to distribution and quality of stock can be devised, the company will

adopt it. This matter can also be the subject of conference in connection with the consideration of the wage scales.

The company will confer with employees as to extra payment for overtime, Sundays and holidays when overtime is required. This conclusion, however, does not contemplate changes in wages or conditions of those employees whose work is necessarily performed outside of factory hours.

The company is insuperably opposed to any change in the hours of labor, but will discuss the matter in conference with the employees or a committee of employees.

The company recognizes the right of its employees to hold membership in labor organizations, and their employment or continuance of employment by the company will not be contingent upon affiliation with such organizations.

The company will join with the employees in these conferences, as soon as employees have returned to work, to make an action on their part fairly representative of the operatives under ordinary working conditions.

All striking employees who apply will be taken back without discrimination as quickly as and when conditions of employment permit and the company has work for them, excepting that it will not bind itself to employ those who have been guilty of crimes and misdemeanors in connection with the strike.

It was understood that any adjustment of price was to take effect from the day of returning to work. The employees, taking several days to consider the propositions transmitted by Mr. Wood of this Board, drew up a statement intended to be the same as the foregoing but more specific of their desires. A meeting of the union was held on May 20, at which both statements were considered. Frank H. McCarthy, general organizer of the American Federation of Labor, said that his specific statement, submitted to the company on that day, had received the employer's approval. This was substantially now an agreement. The question of returning to

work and other details were considered on Sunday, May 31, and a final vote to return to work on Tuesday, June 2, was passed at midnight. The union remained in session with Mr. Wood until 2 o'clock A.M., of Monday and adjourned. Thus the series of strikes which began on April 13 came to an end so far as the A. F. of L. was concerned. The following letter and memorandum were received on June 2: —

BOSTON, June 1, 1914.

MR. CHARLES G. WOOD, *Member of the State Board of Conciliation and Arbitration, State House, Boston, Mass.*

DEAR SIR: — Enclosed you will please find copy of memorandum of agreement on which the Reed and Rattan Workers' Union of Wakefield declared off the strike. I wish to state a copy of the same was submitted to Mr. Cleaveland before being submitted to the union, and was approved by him.

Yours respectfully,

FRANK H. MCCARTHY,
General Organizer, American Federation of Labor.

MEMORANDUM OF POINTS OF AGREEMENT FROM WHICH THE STRIKE AT THE WAKEFIELD PLANT OF THE HEYWOOD BROTHERS & WAKEFIELD RATTAN COMPANY WAS TERMINATED.

We, the employees of the Heywood Brothers & Wakefield Company (who are members of the Reed and Rattan Workers Union No. 1205), join with the aforesaid company in adopting this protocol devised by the State Board of Conciliation and Arbitration, which contemplates the adjustment of the controversy between the company and its employees. The protocol or plan for adjusting differences comprises the following provisions, and further provides that either party may call in the State Board to assist the parties in conference in arriving at an amicable adjustment.

The company agrees that there shall be a general committee whose duties it shall be to confer with the company or its representatives on hours of labor, overtime and all other such matters as affect the relations of all employees and the company.

The company agrees that there shall be a department committee in all departments, whose duty it shall be to confer with the company or its representatives upon questions relative to fixing and adjusting day, hour and piece prices in their respective departments.

The company agrees that any change in wages agreed upon by the parties in conference shall take effect from the date of resuming work.

The company agrees that price lists stating prices for all work to be performed shall be posted in all departments and sub-departments within a week from June 1, 1914.

The company is also willing to adopt a better method of distributing work and stock and will join in conference with the department committees for the purpose of devising one.

The company also agrees that the price for making shall accompany all new work.

The company agrees that all employees who left the factory in connection with the strike shall return to the positions they left.

The company agrees the right of the employees to choose their own committees.

The company agrees that they will not discriminate against any employee who is now a member, or who wishes to become a member of a labor organization.

The company agrees to take up the questions of prices in the reed chair department within one week from time of resuming work, and questions of prices in all other departments to be taken up in their order at the earliest time possible.

The company agrees to meet the general committee within one week of the resumption of work.

Employees are to return to work Tuesday, June 2, 1914. Employees unable to return at that time to be given their former positions upon presenting themselves at the factory.

Proposition accepted by the Heywood Brothers and Wakefield Rattan Company as basis for conference May 30, 1914, which conference resulted in settlement of strike.

Wakefield, Mass., Saturday, May 30, 1914.

That the company receive a general committee consisting of members of the union, representing a majority of the employees, with their counsel, and a representative of the State Board of Conciliа-

tion and Arbitration, to take up, consider and formulate plans relative to the settlement of the strike; also, to take up matters relative as to how and within what time all persons on strike are to return to work.

Meanwhile, towards the end of May, the signs of approaching agreement were not without effect upon the I. W. W. leaders. At interviews with the management of the factory, they learned that all applicants would be received on the same terms; but the I. W. W. claims were firmly refused, and the leaders reported adversely to the people who met in the fields. But when it was known that the trades-union had accepted the proposed plan and had resolved to return on June 2, the leaders found that they could not keep their partisans out on strike, and a large number went over to the A. F. of L. before that day.

Mr. Wood of the Board went to Wakefield on June 2 and 3 to observe the course of events. He advised the employees in the matter of returning and of maintaining a consistent good will whatever changes might be found in the plant. He reminded them that the physical adjustment of the disordered parts of a factory system was a practical matter that might curtail a temporary inconvenience to some and that should be patiently endured while it lasted.

All hands returned on June 2. Young and old of both sexes marched from the hall of the union in dignified procession to the factory. Flags were flown on private and public buildings and the church bells rang. Crowds gathered and shouted their approval. It was a jubilation. When the end of the column passed through the company's gate, the

I. W. W. strikers crossed from the opposite field and entered the factory grounds. The 50 days' strike was ended.

Any settlement would have been better than none, and the agreement that terminated the strike had much to commend it. Each party sought therein to avoid offence by respecting the pride and prejudices of the other and likewise to safeguard concession from the appearance of waiving a cherished principle. Not all the strikers who merely awaited results could appreciate the difficulty of the task that their agents had performed with delicacy. A few misunderstandings were explained by the agents of the employer to disappointed workers, and earnest efforts were made to satisfy their wishes. Because of the haste to end unseemly strife, the employer was not prepared to offer each applicant the same job as before; to some he gave tasks that would yield as much pay and others he asked to wait a few days. For a like reason the union had not appointed committees to treat with the employer in adjusting such differences. Those who did not secure work immediately were puzzled by conflicting opinions, and at nightfall about 12 men were voicing their troubles in a manner that aroused apprehension of a strike similar to that which was started by a like number on April 17. Mr. Wood of the Board, happily at Wakefield, composed the difficulty. The company that day in a published statement announced that business had been injured through loss of orders so that there was not a full day's work for all, but as many as possible would be given an opportunity to earn something.

A local representative of the I. W. W., Angelo Salvati, was

discharged on June 5 for his manner of leading the recent strike. This was followed by the discharge of seven others on the 6th for reasons stated by the company: —

These persons brought the necessity for their discharge upon themselves. Their conduct toward other employees was such that it could not be tolerated.

This company will always seek to treat each of its employees justly.

It has particularly stated that those persons employed during the past few weeks would be cared for, and under no circumstances would they be displaced by those who return.

While this course may not be to the liking of all, it is plainly the only right and fair one to pursue.

We have been doing our utmost to carry out the plans of rehabilitation, and in our efforts have apparently received the hearty co-operation of the great majority of the employees.

There has, however, been a determined and openly declared purpose, upon the part of certain ones, to so conduct themselves as to force out of employment those persons who have worked during the strike.

The company has never discriminated against any of its employees, and it will not permit any of them to discriminate against others who are in its service.

The presence of new hands in the workrooms and these discharges caused apprehension. Busybodies attempted to stir up a new revolt. The employees had delayed the appointment of a general committee to confer on the adjustment of the controversy, and there was as yet no shop committees to represent the workpeople in the reorganization of the departments. It was difficult for the management to enforce discipline without giving offence.

The union was the only body that had declared the strike off during the meetings that spanned the last days of May

and the first days of June. When the American Federation of Labor members returned on June 2 they were followed into the factory by the I. W. W. group. There was no comity between the two elements; concurrent action could not be obtained for practical reasons. On the advice of the Board the union sent a committee of employees to the office of the company on June 8. It was a committee representing all departments, as general as the union could make it, but it had no I. W. W. members or non-union members. After a long debate they were informed that the employer would do no business with it since it was not a general committee, according to the intention that had brought the strike to an end, for all its members were union men, and to treat with such was to recognize the union, — a thing which the company would not do. The committee stated that, while it was true that all were members of the union, they were present as employees, representing other employees as such purely and simply; and if the employer would not treat with such a committee as this, the best possible in the circumstances, the employees were unable to send him one more acceptable, and it appeared to them that he was unwilling to treat with any. When the committee withdrew and reported the disappointment, it seemed to some minds that an intentional slight had been put upon a large body of well-meaning workpeople. The union, preoccupied with such a belief, omitted notifying the Board; but the Board having knowledge of the difficulty, Mr. Wood went to Wakefield in the evening, but could only obtain an interview with one of the factory management. The members of the union subsequently expressed

regrets that they did not meet him, for it was then a second strike was hastily voted.

On June 9 about 600 abandoned their work and were followed into the streets by several hundred of the I. W. W. people. The second strike was not effective for more than a few days, although it was prolonged in theory for two months. The employer stated on the day they left their benches: —

> This company agreed that within one week after the employees returned to work it would confer with a general committee, representing all the employees of the factory, respecting matters pertaining to the plant as a whole, and arrange for the conferences with committees of the departments. No committee has come forward until this morning, when a committee, representing one faction of the employees, came to the office, but because they were appointed at a meeting from which many of the employees were excluded, we have refused to confer with them.
>
> The company wishes to carry out the plan agreed upon and finish committee conferences as soon as possible. It therefore requests the employees of this department to elect some one to serve on a general committee, with a representative of each of the other departments. The company does not wish to dictate in any way as to the selection of your representative. It merely wants to be sure and will insist that every employee has an equal opportunity to vote with every other employee.
>
> We would like to meet this committee in the main office at 3 o'clock to-morrow afternoon. In order that you of this department may have every opportunity to appoint a representative to meet with others at the time stated, we suggest that you gather here in your department at 7 o'clock to-morrow morning and appoint a representative. The company will allow the time from 7 to 7.30 to-morrow morning for this purpose.
>
> Heywood Brothers & Wakefield Company.

The Board issued the following to the members of the American Federation of Labor, striking employees of the Heywood Brothers & Wakefield Company, on June 10: —

The Board has knowledge that you left your employment at 9 A.M., June 8, and went out on strike as a result of a vote of your union at Wakefield.

The Board hereby notifies you that such action was an infringement of the agreement which you had made in settlement of the strike then existing, which settlement was designed to be the basis of future relations.

The agreement which settled the strike was, as you know, a preliminary to adjusting in a peaceful and sensible way such differences as existed and others which might arise in the future. The Board witnessed that the agreement included the return of both parties to their former inoffensive relations as the law contemplates. Your claim that the company did not observe the agreement is a matter for final adjustment according to the plan laid down in the agreement and not by returning to the condition which renders negotiations impossible.

Assuming that the company has not performed its part of the agreement, such assumption does not justify you in breaking your part.

Therefore, the Board recommends that you return immediately to work, to the end that negotiations under the terms of the agreement may be resumed and continued.

The factory thereupon shut down for the first time in months and so remained for several weeks, when it resumed work with no announcement or ostentatious reopening. Operatives of all kinds gradually filtered through the half-open gates until they numbered more than 500, enough for the requirements of the business.

On August 12, at the Board's solicitation, the company repeated its assurance that, despite labor affiliations, former employees would be preferred to strangers in the event of having any employment to give. The Board hastened to convey this to the strikers, with the advice to resume friendly relations as far as possible according to first intention, and, therefore, to relinquish the strike by a formal announcement.

On August 14 the union declared the strike off. Business improved at the factory and most of the strikers were at length re-employed, but not without complaint of matters that were the subject of many communications in the three months that ensued. The solicitude of the local clergy, public men and labor leaders for the welfare of the lowly was amply exemplified. The Board co-operated and the officers of the company responded so as to produce in nearly every instance the desired accommodation.

The trouble at Wakefield was sudden and its elements were many. The motives beneath the surface were not always discoverable. The controversy involved three parties, all very human; one, with energy and no sense of responsibility; and two, with hopes of honorable peace. The negotiation, which demanded the utmost diplomacy, developed much of it; and when tact or foresight was lacking, the posture of affairs was such as would baffle the most adroit. Surprise led to error that retarded settlement. Peace was restored without confirming the cherished principles of employer and employed, nor safeguarding their rights nor restraining the reckless. But the public has reason to rejoice that the industry was not ruined, and to hope that, barriers removed, both sides will find (as in hundreds of other establishments) in a trade agreement a concrete exemplification of the axiom that two rights cannot clash.

LEWIS A. CROSSETT, INC. — ABINGTON.

On April 14 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Lewis A. Crossett, Inc., shoe manufacturer of Abington, and employees in the sole-leather department. (28)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Lewis A. Crossett, Inc., at Abington, for work as there performed: —

	Per Day.
Cutting outsoles, Knox Divider,	$2 75
Channeling insoles,	3 00
Reducing shanks,	No change.
Sole-grading, power machine,	1 75
Stripping,	2 50
Skiving and rolling,	2 00
Lumping,	No change.
Sorting top-pieces,	2 50
Cutting lifting,	2 50

By the Board,
BERNARD F. SUPPLE, *Secretary.*

W. B. LEWIS SHOE COMPANY — HAVERHILL.

On April 14 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between W. B. Lewis Shoe Company of Haverhill and employees in the lasting department. (37)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert

assistants nominated by the parties, the Board awards that the following prices be paid by W. B. Lewis Shoe Company at Haverhill for work as there performed: —

		Per 12 Pair.
Operating Consolidated Hand-method machine: —		
Women's shoes: —		
Dull or colored leather, regular lasts,	No change.	
Patent leather, regular lasts: —		
Boots,		$0 18
Low-cuts,		17
Last No. 21, extra,		01
Canvas,	No change.	
Misses' and children's shoes,	No change.	

By the Board,
BERNARD F. SUPPLE, *Secretary.*

BOSTON CONSOLIDATED GAS COMPANY — EVERETT.

Firemen in the employ of the Boston Consolidated Gas Company, dissatisfied with having received no reply from their employer in the middle of April, called on May 8 to state their grievance and invoke the Board's mediation to bring about a settlement. They desired the 8-hour day. The Board on communication with the employer learned that he was kindly disposed to the men and would confer with them direct. The men were advised how to approach the employer, and the Board expressed a belief that there would be no difficulty in effecting a settlement. It is assumed that a settlement was reached, for nothing further was heard of the controversy.

THE ATLANTIC WORKS, HODGE BOILER WORKS, RICHARD MINTON COMPANY, BERTELSEN & PETERSEN ENGINEERING COMPANY, NEW ENGLAND IRON WORKS COMPANY, DANIEL RUSSELL BOILER WORKS, INC., GEORGE LAWLEY & SON CORPORATION — BOSTON; ROBERTS IRON WORKS COMPANY — CAMBRIDGE; SCANNELL BOILER WORKS — LOWELL.

As stated in the preceding annual report, nine applications were received on December 3, 1913, from Frederick W. Mansfield, Esq., representing employees of The Atlantic Works, Hodge Boiler Works, Richard Minton Company, Bertelsen & Petersen Engineering Company, New England Iron Works Company, Daniel Russell Boiler Works, Inc., George Lawley & Son Corporation, Roberts Iron Works Company and the Scannell Boiler Works. The employers were requested to join in the applications, which they did. In the controversy between George Lawley & Son Corporation and boilermakers, owing to special circumstances, the matter took another course; the arbitration proceedings lapsed and an understanding satisfactory to all concerned was reached. The controversy at the Scannell Boiler Works also lapsed and was never renewed, the parties having found some mode of agreement.

The following decision was rendered on April 21: —

In the matter of the joint applications for arbitration of controversies between Richard Minton Company, The Atlantic Works, Hodge Boiler Works, Bertelsen & Petersen Engineering Company, Roberts Iron Works Company, New England Iron Works Company, Daniel Russell Boiler Works, Inc., boiler manufacturers of Boston and its vicinity, and employees represented by Frederick W. Mansfield. (5–7, 9–12)

Said controversies are stated in the several applications as follows: —

The wages paid to employees in the department of boiler manufacture are claimed by the employees as not satisfactory to them and they desire an increase of 15 per cent. over wages now paid; the employer claims that the wages paid are fair, and declines to increase the wages as desired.

In each case the parties submit the following question to the arbitration of this Board: —

Should any increase in wages be given to employees in the department of boiler manufacture? And if so, what percentage of increase shall be given over wages now paid?

The applications were filed on January 12. Having considered said applications, heard the parties by their duly authorized representatives, investigated the character of the work which is the subject-matter of these controversies and inquired into the conditions under which it is performed, and having considered reports of expert assistants nominated by the parties, the Board finds a difference among the parties in the classification of employees as boilermakers and boilermakers' helpers and much difficulty from this lack of uniformity when comparing work and wages in this State with those of the industry in other States.

The Board further finds that since the applications were filed the wages of some of these employees have been increased in varying degrees.

With such facts and all the circumstances in view, the Board awards for work as performed at the time of filing these applications that the several employers shall pay wages equal to 105 per cent. of the wages of January 12 to such employees as have not as yet received a full 5 per cent. increase since that time, and shall pay the present rates without reduction to employees whose wage rates have already increased 5 per cent., or more than 5 per cent. over their wages of January 12.

The Board moreover recommends that the parties resort to further efforts to perpetuate and perfect the present good understanding by agreeing upon a precise classification of work, to serve as a basis on which to re-establish prices whenever the occasion arises.

By the Board,

Bernard F. Supple, *Secretary.*

Six journeymen, claiming that the pay for the kind of work they were doing had been fixed at a higher rate than the employer would concede, refused to work and went out on strike at the Hodge Boiler Works, on July 8. The work in question, they claimed, was field work, but the employer ruled that it was shop work. Field work is certain specified kinds of constructive labor in the open, often interrupted by the weather conditions and always better paid than shop work, which is performed under cover in all weathers. Certain products of shop construction installed in the open were paid at shop rates by agreement. It was not clear that the work in question was field work. The men claimed it was because it was done in the open; but the employer claimed it as one of the products of shop construction, which, even when installed in the open, should be paid at shop rates; moreover, he said, in point of fact the work in question was not being installed outside a building but within. It was in his opinion clearly shop work. The men claimed it was field work because the building had not as yet been roofed.

The men in question were interviewed by the Board and asked to consider seriously whether striking in this instance were not a breach of the award of April 21, to which they were party. The decision was binding for six months and only two and a half months had elapsed. The men were advised to return to work and qualify for State arbitration of this difficulty, but they would not accept the Board's advice.

The owner of the building was of belief that the employer was to blame for the cessation of work. He contemplated a

lawsuit. The Board advised the employer to pay the higher price under protest, if he would, and when the men were at work refer the matter to the agent of the union, citing the men's obligation under said award. The employer did as advised. On July 15 the former strikers were at work. The difficulty was subsequently adjusted by agreement of the parties.

CARPENTERS — NEW BEDFORD.

A demand for an increase of 4 cents an hour in the wages of the New Bedford carpenters and a reduction of 4 hours in the length of the working week was granted in the latter part of April by the larger employers, and it was so reported to the Board; but a few employers had hesitated before granting the demands, and there was talk of a strike to take place on the 1st of May. The Board kept in communication with both parties and occasionally offered advice. The threatened strike did not occur.

LOWER PACIFIC MILLS — LAWRENCE.

The mayor of Lawrence on April 27 notified the Board of a strike in the dyehouse of the Lower Pacific Mills in that city. The Board offered its mediation. The striking dyers of the worsted department, numbering about 200, presented a list of demands to the employer and a proposition to return to work pending an arbitration by this Board. The employer refused the demands and would not join with them in submitting the controversy to arbitration. The demands

were to reinstate without discrimination and with recognition of the dyers' and finishers' union, and to calculate pay for regular time at 20 cents and for overtime at 30 cents an hour.

It appeared that the strike began on Thursday, April 23, and one group after another left until in a few days there were about 200 employees of the kettle room out. For more than a year some three men working at a bumper kettle had received pay reckoned for actual time plus one hour, because their work was deemed more arduous than at other kettles; but when the extra allowance was withdrawn, the men sought to have it restored. This was refused and the men were discharged the next pay day. Other kettle men then struck. New men were hired in their places. Old hands still at work refused to teach the strangers, and they, too, quitted work to join the strikers. The employer assured the Board that he was willing to reinstate the men but not to raise wages, nor to pay at an extra rate for overtime work, since that would be to induce loitering in regular hours. Since some of the dyehouse hands were members of the United Textile Workers' Union and others were attracted to the I. W. W., collective action was imperfect, and the strikers, confused by conflicting rumors, did not hold well together. A large proportion returned to work, but members of the United Textile Workers maintained the strike for a month, despite its hopelessness.

The Board was unremitting in its efforts from the start, to bring about a mutual adjustment. At the beginning of June the employer stated that he had as many dyehouse hands as he required and as many applicants as would supply the needs of another dyehouse if he had it; that the jobs had

been offered to all comers, strikers and others, as the strikers had been definitely informed; that some strikers had secured work elsewhere, a majority of the rest had returned, and the 40 then out had simply neglected their opportunity. The remnant of the strikers was still of a strenuous mind on June 8, when the Board endeavored to enlighten them to an accurate view of their situation. One by one the illusions all vanished, except that they should return in a body. A conference between the corporation's agent, Mr. Lord, and the strikers' committee was thereupon had at the mill in the presence of the Board. He made no concessions, had no work to give at the time, would not deal further with them collectively, except at the instance of the Board, but would consider individual applications; business conditions indicated curtailment of production. The statement was accepted as final and nothing further was heard of the strike.

ST. LOUIS RUBBER COMPANY — BOSTON.

Growing intense during the early part of the year, a difficulty among the raincoat-makers of the St. Louis Rubber Company at Boston reached an acute stage towards the latter part of April. These workers then belonged to the Industrial Workers of the World, and, rightly or wrongly, were suspected of sabotage in cutting eight coats so as to ruin them. The employer was blamed for retaining a non-member in his employ. The employer replied that he respected the man's desires to refrain from membership and would not discharge an employee of long standing to satisfy their prejudice. He reminded them that he had always approved of membership

in a union and had even recommended it to his employees, but he would never seek to coerce any to join, — that was labor's affair, not his. He furthermore denied that the I. W. W. was a true labor union in that it practiced sabotage and did not keep its agreements, to both of which practices the American Federation of Labor was opposed. The presence of middlemen or taskmasters in the shop, and their independent practices, were annoying to both parties. Disputes led to physical violence and he ordered them all to leave. About 40 thereupon went out; but 5 men and 2 women remained. The discharged workers sought to annoy him by picketing and street disturbances, which led to arrests, court proceedings and fines. Their counsel, Edward F. Brady, Esq., advised them to seek a peaceful settlement through the mediation of this Board, and on March 18 Henry D. Cohen, the business agent of the I. W. W., called for that purpose.

The employer, J. Margolis, responding with reluctance to the Board's invitation, stated that it was impossible to do business with such an organization and useless to agree with men who avowed beforehand that they would break any contract when it was advantageous to do so. A trade agreement that establishes no plan for negotiating disputes or for referring them to the judgment of an impartial tribunal when negotiation fails, he pronounced an idle performance; and these people, he said, would not make even such an agreement or, having made one, would never keep it. In the end, however, he consented to a conference with Mr. Cohen in the presence of the Board on March 19, at which time a close approach to agreement was effected; for the men's agent,

advised by the Board and by Mr. Brady, had waived demands that no employer could grant and commuted several others, so that on adjourning, both parties consented to renew the conference on the 21st so as to give Mr. Cohen an opportunity to ascertain which, if any, of the following terms would be ratified by the workmen in question; the employer also desired time in which to consider them further: —

Davis, Kupfer, Jaegel and Schmiliker shall not be re-employed, but all others shall return to work without discrimination or punishment for past activity.

The shop shall be free in the sense of open to all applicants, to organized or non-organized workers: the union is not recognized as such, but Cohen, representing the employees in question, may confer on occasion with the employer.

The employer is upheld in his right to hire, determine questions of efficiency, and discharge.

Prices, management and discipline are subject-matters of negotiation, and disagreement thereon is not discrimination.

Bonds shall be furnished in pledge of good faith.

Future disputes not settled mutually shall be composed by the State Board of Conciliation and Arbitration.

On March 20 the parties met again at the State House and were on the point of agreement when a message to Cohen informed him that one of his party had just been sentenced to six months' imprisonment. A wrangle ensued that for a while afforded no hope of adjustment, but the conference was resumed. The agent of the workmen demanded a closed shop, saying that he was not satisfied with a prospect of agreeing to conditions that would not be respected by all the workers. The employer refused that and demanded a satisfactory bond that the employees would abide by whatever agreement

might be made. The conference adjourned to the 23d in order that both parties might obtain legal advice. In the meantime the Board informed their respective counsel of the measures taken, and invoked and obtained their co-operation in the adjustment.

On Saturday, the 21st, the parties resumed the conference, accompanied by their lawyers, Messrs. Edward F. Brady and Samuel Sigilman. In brief time an oral agreement was reached. The lockout was removed and the workpeople promised to return to the shop on the following Monday. The articles of agreement were then to be reduced to writing and duly signed. On March 23 the shop resumed operations, every worker in place according to intention. For reasons not clearly stated the agreement was not signed till April had far advanced, and in the meantime the industry was seriously threatened by a recrudescence of the controversy, which was finally composed by the lawyers without permitting any hostility on either side.

On July 8 it was reported that the raincoat-makers had severed their connection with the I. W. W. and applied to the American Federation of Labor for a charter.

LEWIS A. CROSSETT, INC. — ABINGTON.

On April 28 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Lewis A. Crossett, Inc., shoe manufacturer of Abington, and lasters. (126)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the

work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the "Bud" last (No. 3441) is not a high-toed last.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

L. Q. WHITE SHOE COMPANY — BRIDGEWATER.

On April 28 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between L. Q. White Shoe Company of Bridgewater and employees in the vamping department. (42)

Having considered said application, heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and reviewed the evidence in a previous controversy submitted by the same parties to the arbitration of this Board, involving the same issue, namely, the price per 24 pair for vamping four-row Blucher (no bar) in the factory of L. Q. White Shoe Company at Bridgewater, the Board awards that there be no change in the price paid for that work, as there performed.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

LEONARD & BARROWS — MIDDLEBOROUGH.

On April 28 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Leonard & Barrows, shoe manufacturers of Middleborough, and lasters. (49)

Having considered said application, heard the parties by their duly authorized representatives, inspected the last in question and

investigated the requirements of the work to be performed with it, which is the subject-matter of the controversy, the Board finds that the last in question is high-toed. Accordingly, the Board decides that the Panama, so called in the factory of Leonard & Barrows at Middleborough, should be classified as a high-toed last.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

FISK RUBBER COMPANY — CHICOPEE.

On April 29 the Board went to Chicopee Falls to adjust a controversy between the Fisk Rubber Company and 300 tire-coverers on strike since Friday the 24th, to secure certain economies of time so as to produce more and thus increase their earnings. A hundred other employees had quit in sympathy and more had been thrown out of work because of the strike. There had been a conference on the 25th which gave the employer his first insight into the contention, but it did not result in an agreement. The parties were firm in their views but kindly disposed, for it was their first experience of a strike. The employees applied for a charter to the American Federation of Labor and new elements came into the controversy, as soon appeared. On April 28 the employer, having addressed them in their hall, was handed a schedule of union demands. They had just been organized. The information was a surprise, and he made it the occasion of saying that no agreement would be made with any union.

T. F. Sullivan of Holyoke, representative of the strikers, stated that complaints made to foremen and heads of departments had been met by promises which were never kept, and,

as he believed, had never been submitted to the officers of the company. Besides loss of time through no fault of the workmen, they lost without compensation the time and labor spent in removing from the rubber to be cemented superfluous dirt acquired through carelessness in other departments; and the alleged discipline of suspending a workman on slight occasion for several days was deemed intolerable.

On April 30 the company stated to the Board that the factory system was undergoing a reform and would shortly be made satisfactory to all concerned. The strike was only postponing the improvements. Until the departments had been brought into step with one another, it would be for a while necessary for the coverers to clean the rubber, but that objection would soon be removed after their return. The officers would confer with the strikers in the presence of the Board as employees simply and not as union men. It appeared that the chairman of the committee was misunderstood or had given offence. By request of the Board, the employees consented to waive any claim to recognition as a union, Mr. Sullivan withdrew from the negotiation, and a committee was appointed to confer with the company forthwith. Before the conference the Board learned that the officers of the company were resolved to hold no conference at all with the union committee, saying that they would confer with all their employees in the tire department through a committee representing those who had remained at work as well as those who had struck. The Board advised them to confer with each element apart from the other and then with both together. The employer consented and the conference began with the union committee. All points of controversy were rapidly settled.

A committee of non-union employees then entered and was informed of the tentative agreement thus far attained. They immediately consented and the following was signed by all present: —

STATE BOARD OF CONCILIATION AND ARBITRATION.

At a meeting in Chicopee between the officers of the Fisk Rubber Company and employees in the covering and machine tire-makers' departments, the following propositions were agreed to: —

That all who are now out on strike shall return Monday, May 4, at 7 A.M., for the day workers and 6.30 P.M. for the night workers, and be received into their former places without discrimination by reason of any activity in strike affairs.

That the employees shall be provided with stock without any avoidable delay.

That in case any materials for the making of tire are not furnished and the piece worker is obliged to wait longer than 30 minutes, he shall be informed that his time is his own to stay or go. But if required to wait longer, he shall be paid at the rate of 30 cents an hour from the beginning of the delay until new material is furnished.

The company agrees to do all in its power to afford the employees opportunity to earn good wages at present rates, and to that end has inaugurated certain changes, and shall continue on occasion to improve the working conditions. But until the contemplated change is carried into effect (and by reason of a certain amount of disorganization that has come into the business because of the strike), the coverers shall be expected for a while — say 2 weeks or less and not more than 30 days — to do the washing. When the necessary equipment changes shall have been made and employees secured and trained, the coverers shall be relieved of the washing.

Any real or fancied grievance may be brought to the attention of the superintendent's department, and carried on occasion to the higher officers of the company.

The employees fully recognize the employer's rights to hire and discharge and, when necessary, to inflict a penalty — such as laying-off for a stated time. But the case of a penalized or discharged employee may be made the subject of negotiation like any other real or fancied grievance.

There shall be no strike or lockout. In case of a controversy that fails of mutual settlement, the matter shall be submitted to the State Board of Conciliation and Arbitration.

The persons named as follows agreed before me: —
On the part of the employer.

H. T. Dunn, *President.*
H. S. Fisk, *Treasurer.*
G. A. Ludington.

On the part of the striking employees.

Edward F. Reilly.
Henry Adams.
Phillip Colty.
Thomas J. Plouff.
V. A. Camerlin.

On the part of other coverers.

J. Hurley.
Joseph Benoit.
Daniel J. Manning.
H. E. Smith.

On the part of the machine tire-makers.

James J. Shea.
Thomas A. Sullivan.

Bernard F. Supple, *Secretary.*
Chicopee, Mass., April 30, 1914.

The self-effacement of T. F. Sullivan and his advice to the strikers were a valuable contribution to the welfare of the community. The two groups of workmen could not act together on any plan of their own devising, but the way was found in the Board's mediation by which all hands resumed work under peaceful relations.

A comparison of this controversy with that involving the strike of Heywood Brothers & Wakefield Company's employees at Wakefield presents for examination an interesting point. While the Wakefield strike was general, the Chicopee strike affected only one department, and they differed greatly in other respects; they were alike in that there were

three parties, for labor was divided against itself. In each place there was one labor element that would not join with the other, and their employer would not deal with one section exclusively. Such a controversy taxes the skill of a peacemaker. While the agreement welded the strikers and the "loyal" into one party, and, on the other hand, harmonized their purposes with the employer's interest, it looked to the future and sought to preclude a repetition of the hostility. That is the essence of a trade agreement. Hundreds of such compacts attest the usefulness of this Board and are the best conceivable warrant of future peace. In the act of settling past differences it is easy to include such a stipulation as will prevent their recurring, and the Board invariably does so. It was immediately noted as "the important fact," as indeed it was. The following editorial comment by the "Springfield Republican," copied into the Wakefield papers, produced an effect which contributed to the better understanding that was reached in that town: —

The settlement of the strike of the tire-coverers at the Chicopee Falls plant of the Fisk Rubber Company is a matter of large importance to the community, not merely because the strike was settled, but on account of the method by which peace was brought about. It is not important to consider the causes of the strike, it being clear that there were no differences between the company and its employees that could not be reconciled with a spirit of fairness on both sides, as was proved by the agreement that was quickly reached. This was facilitated by the participation of the secretary of the State Board of Conciliation and Arbitration, which made it easy for an understanding to be reached. But the important fact is the inclusion of the following paragraph in the agreement: —

There shall be no strike or lockout. In case of a controversy that fails of mutual settlement, the matter shall be submitted to the State Board of Conciliation and Arbitration.

This agreement between the company and the workmen in the department where the strike occurred is not understood yet to extend to other departments in the factory, but it seems logical that it should eventually, and desirable, too, as a safeguard against future trouble. This action constitutes an important precedent for this section, and it is one that might well be followed at other plants where the "open-shop" principle governs.

Union labor generally has subscribed to the principle of arbitration, but many of the large factories in this section are open shops, whatever proportion of their workmen may have membership in unions. This is the case at the Fisk Rubber Company's plant, which does not, under its agreement with the tire-coverers, recognize any union. But the provision that the State Board of Conciliation shall be called upon in case of difficulties arising amply safeguards the rights of the workmen. The State in constituting this Board provided precisely the machinery for this purpose. With such an agreement in force as now exists between the Fisk Rubber Company and the coverers, the good offices of the State Board might never be invoked. The pledge not to strike would of itself, except in very rare cases, bring about a settlement within the factory through mutual confidence and friendliness. It is difficult to conceive of issues short of an attempt of union labor to enforce collective bargaining that cannot be taken care of by such an arrangement as the Fisk Rubber Company has entered into with its men.

ELECTRICAL WORKERS — NEW BEDFORD.

A strike of electrical workers on May 1 occurred in New Bedford, with a view to effecting a change in working conditions and in wages. There had been negotiations between G. M. Bugniazet, vice president of the International Brotherhood of Electrical Workers, assisted by a committee from the union representing the men, on the one side and the separate contractors relative to a proposed agreement. The electricians' demand was an increase from $3 to $3.50 a day, with a 44-hour week and a half holiday on Saturday. Almost all the contractors were willing to raise the wages, but they

could not effect a general consent to shortening the week, nor to limit employment to men having membership in the union.

On May 1, 51 electrical workers quit work and went out from 9 shops, namely: Howard & Co., George H. T. Brown & Co., Electrical Construction and Supply Company, Gatenby & Swift, Peter Lord, A. C. Smith, Standard Electric Company, Edward Bagley, Samuel Whitlow and two others. No strike occurred at the New Bedford Gas and Edison Electric Light Company, although no agreement had been reached, the union being loth to put the public to that much inconvenience and hoping that pending negotiations would have a favorable result.

Mr. Wood of the State Board of Conciliation and Arbitration went to New Bedford on May 2 and found the parties well disposed to one another. Both sides met in the presence of the Board and discussed their points of difference. The employers stated that they were practically paying union wages, and insisted on the right to hire union or non-union men as they pleased. The main if not the sole objection was what is known as the "closed shop."

On May 4 three employers, without consulting their fellow employers, granted the union demand, and the others for that reason abandoned concerted action when they met on the 5th; for they voted that every individual contractor should use his own discretion whether to sign an agreement with the union. Day by day individual agreements were made, until on Monday, May 11, it was ascertained that only 4 men had failed to return to work. The difficulty no longer attracted attention.

PLUMBERS — FRAMINGHAM, NATICK, WELLESLEY.

Fifty-three journeymen plumbers connected with the Natick Plumbers and Steamfitters Local Union No. 448 went out on strike on the 1st of May as an earnest of their intention to establish certain working conditions that had been rejected by the employers. The employers were willing to pay increased wages, and so informed the union in conference by committees. Nineteen master plumbers were affected. Involved in the strike were 7 steamfitters. The Board was notified by the selectmen of Framingham as required by law, and, on making inquiries, learned that the parties were in conference and needed no mediator. The strike lasted one week, when all hands returned under an agreement which came at the end of a continued conference.

L. Q. WHITE SHOE COMPANY — BRIDGEWATER.

On May 7 the following decisions were rendered: —

In the matter of the joint application for arbitration of a controversy between L. Q. White Shoe Company of Bridgewater and dressers. (15)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the prices paid by L. Q. White Shoe Company at Bridgewater for dressing shoes, as the work is there performed.

By the Board,

Bernard F. Supple, *Secretary.*

In the matter of the joint application for arbitration of a controversy between L. Q. White Shoe Company of Bridgewater and vampers. (16)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the price paid by L. Q. White Shoe Company at Bridgewater for vamping bal. and button shoes, as the work is there performed.

By the Board,

Bernard F. Supple, *Secretary.*

In the matter of the joint application for arbitration of a controversy between L. Q. White Shoe Company of Bridgewater and heelbuilders. (17)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by L. Q. White Shoe Company at Bridgewater, for work as there performed: —

Heelbuilding on Young machine: —	Per 100.
Five-eighth heel,	$0 30
Six-eighth heel,	30
Seven-eighth heel,	33
Eight-eighth heel,	37

By agreement of the parties this decision shall take effect as of date of November 10, 1913.

By the Board,

Bernard F. Supple, *Secretary.*

CHURCHILL & ALDEN COMPANY — BROCKTON.

On May 7 the following decision was rendered: —

In the matter of the joint applications for arbitration of a controversy between Churchill & Alden Company, shoe manufacturer of Brockton, and employees in its solefastening departments. (19–21)

Having considered said applications and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Churchill & Alden Company at Brockton, for work as there performed: —

	Per 12 Pair.
Factory No. 1: —	
Goodyear stitching rubber soles: —	
Heel to heel,	$0 24
Around heel,	36
Factory No. 3: —	
Goodyear stitching rubber soles around heel,	27

By the Board,
BERNARD F. SUPPLE, *Secretary.*

GEORGE E. KEITH COMPANY — BROCKTON.

On May 7 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between George E. Keith Company, shoe manufacturer, and employees in the solefastening departments of Factories Nos. 2 and 3. (22)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 36 cents per 12 pair be paid by George E. Keith Company in Factories Nos.

2 and 3 at Brockton for Goodyear stitching rubber-soled shoes around heel, as the work is there performed.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

M. A. PACKARD COMPANY — BROCKTON.

On May 7 the following decision was rendered: —

In the matter of the joint applications for arbitration of a controversy between M. A. Packard Company, shoe manufacturer of Brockton, and employees in the solefastening departments of Factories Nos. 2 and 3. (23–24)

Having considered said applications and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by M. A. Packard Company at Brockton, for work as there performed: —

	Per 12 Pair.
Goodyear stitching rubber soles around heel, Factory No. 2, . .	$0 30
Goodyear stitching rubber soles around heel, Factory No. 3, . .	27

By the Board,
BERNARD F. SUPPLE, *Secretary.*

C. S. MARSHALL COMPANY — BROCKTON.

On May 7 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between C. S. Marshall Company, shoe manufacturer of Brockton, and employees in the solefastening department. (25)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the

subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by C. S. Marshall Company at Brockton, for work as there performed: —

Goodyear stitching: —	Per 12 Pair.
Rubber soles around heel,	$0 30
Leather soles around heel,	30

By agreement of the parties this decision shall take effect as of date of April 1, 1913.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

CHARLES A. EATON COMPANY — BROCKTON.

The following decision was rendered on May 7: —

In the matter of the joint application for arbitration of a controversy between Charles A. Eaton Company, shoe manufacturer of Brockton, and employees in the solefastening department. (26)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Charles A. Eaton Company at Brockton, for work as there performed: —

	Per 12 Pair.
Goodyear stitching rubber soles around heel,	$0 36
Rough-rounding rubber soles around heel,	18

By agreement of the parties the award as to rough-rounding shall take effect as of date of April 1, 1913.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

GEORGE H. SNOW COMPANY — BROCKTON.

On May 7 the following decision was rendered: —

In the matter of the joint applications for arbitration of a controversy between George H. Snow Company, shoe manufacturer of Brockton, and employees in the solefastening departments of Factories Nos. 2 and 3. (27)

Having considered said applications and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by George H. Snow Company at Brockton, for work as there performed: —

	Per 12 Pair.
Factory No. 2: —	
Goodyear stitching rubber soles around heel, ...	$0 30
Rough-rounding rubber soles around heel, ...	15
Factory No. 3: —	
Goodyear stitching rubber soles around heel, ...	27
Rough-rounding rubber soles around heel, ...	12

By agreement of the parties this decision shall take effect as of date of April 1, 1913.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

W. L. DOUGLAS SHOE COMPANY — BROCKTON.

On May 7 the following decisions were rendered: —

In the matter of the joint application for arbitration of a controversy between W. L. Douglas Shoe Company of Brockton and employees in the stitching departments of Factories Nos. 1 and 2. (33)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the

subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by W. L. Douglas Shoe Company at Brockton, for work as there performed: —

	Per 24 Pair.
Factory No. 1: —	
Undertrimming held-on work, strap held in, .	No change.
Staying vamps and foxings, two-needle post machine, . .	$0 06
Factory No. 2: —	
Cementing tops to linings, bal and Blucher shoes, . . .	15

By the Board,
BERNARD F. SUPPLE, *Secretary.*

In the matter of the joint application for arbitration of a controversy between W. L. Douglas Shoe Company of Brockton and employees in the stitching department of Factory No. 3. (34)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by W. L. Douglas Shoe Company at Brockton, for work as there performed in Factory No. 3: — .

	Per 24 Pair.
Men's shoes: —	
Stitching side facings: —	
Bal, ...	$0 08
Blucher, ...	07
Stitching inside backstay on cloth linings: —	
Bal and Blucher, ...	07
Women's shoes ($3 and $3.50 grades): —	
Stitching and holding toe linings to quarter linings and seaming linings (tongues not stitched on), . . .	16

By the Board,
BERNARD F. SUPPLE, *Secretary.*

BRENNAN BOOT & SHOE COMPANY — NATICK.

The following decisions were rendered on May 7: —

In the matter of the joint application for arbitration of a controversy between Brennan Boot and Shoe Company of Natick and employees in the treeing department. (36)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that $2.25 per day of 9 hours be paid by Brennan Boot and Shoe Company at Natick for treeing, as the work is there performed.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

In the matter of the joint application for arbitration of a controversy between Brennan Boot and Shoe Company of Natick and employees in the lasting department. (39)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Brennan Boot and Shoe Company to employees in said department at Natick for work as there performed: —

	Per 12 Pair.
Assembling: —	
Bicycle bal, lined and unlined,	$0 10
Blucher, lined and unlined,	10
Plain-toed shoes, lined and unlined,	08
Plain-toed shoes with counter stitched in,	06
Inserting canvas,	02
Shoes nicked out, extra,	02
Boots, 8 inches or more,	14
Pulling-over: —	
By machine,	06

	Per 12 Pair.
Side-lasting: —	
By hand,	$0 08
By Consolidated machine,	06
Operating bed machine: —	
Bicycle bal,	18
Regular Blucher,	20
High-cut, 8 inches or more,	22
Operating Consolidated machine: —	
Plain-toed shoes,	11
Cap-toed shoes,	12
Sole-laying: —	
New system,	06½
Day work: —	
Per day, $2.75.	

By the Board,
BERNARD F. SUPPLE, *Secretary.*

BROCKTON PUBLIC MARKET, THE SHAW COMPANY — BROCKTON.

Labor in Brockton is almost wholly organized. Organized labor only is employed in the shoe factories; all the skilled workers of other crafts have strong organizations. The unions are for the most part pledged to maintain peaceful relations with the employers, and those who have made no formal treaty of peace profess their willingness to do so. Conscious of the peaceful adjustments that are nearly always in process in some part of Brockton or its vicinity, public opinion in the place is prompt to censure whatever might provoke or prolong an interruption of industry. It thus affords a valuable protection even to the unorganized and the unskilled, and to their employers. The retail clerks of Brockton are a class of skilled employees distributed into small groups, to the stores where their employers require them to serve the public. They are organized and in close relation

with a population of 45,000 as well. The Retail Clerks' International Protective Association is represented in the Brockton Central Labor Union. There are two food-department stores that employ many salesmen, some of whom belong to the union and some are quasi-employers, holding shares of the company's stock. These stores, like all that have entered into agreement with the union, have its cards which exhibit a certificate to that effect.

There was a dispute of long standing between the organized clerks and the proprietor of the Brockton Public Market relative to conditions under which the union would grant its display card. The standing of such as owned shares of the company's stock was debated. The union claimed all for membership; the company claimed that its stockholders were not amenable to union rules without their individual consent. This culminated in a declaration of strike in the first week of May. The clerks who were actually employed did not wish to decide a doubtful question by quitting work and the so-called strike became a boycott. Pickets were established to inform a sympathetic public; 50,000 copies of a statement of the union's contention were printed for distribution, by permission of the mayor, to wayfaring shoppers at a distance from the store; but the permit was withdrawn in the second week of the boycott because of alleged abuses.

The food-buying public was informed of the difficulty by cards distributed to houses and by the daily press. The boycott was further emphasized by the presence of pickets and the company's detectives. Trade dwindled in consequence. The Central Labor Union adopted the controversy as its own, and all its constituent unions indorsed the clerks. Some of

them imposed fines of $5 or $10 on such of their members as might buy at the Brockton Public Market. The district president and the international president of the clerks cooperated with the local representatives of organized labor.

The Shaw Company doing a business in many respects similar to that of the Brockton Public Market and both establishments having officers in common, a strike was declared against it on May 22, for reasons not specified with convincing accuracy. Ten clerks and drivers of delivery wagons were enrolled as strikers, three of whom the union officials declared were discharged before the strike order was issued.

The union store card was demanded by Chalmar W. Marshall and A. M. Keyes, acting for the union at the Shaw store. The Shaw Company declined to give up the union card and said: —

We were told we had violated the agreement under which the card was granted our store. We never have been informed of this before. We were told it didn't make any difference what the violation was, and because we entered into this agreement with the union with good faith and good faith apparent on the part of the union representatives in signing it, we declined to give it up. We have been informed the card was demanded and the strike ordered on the ground the Shaw Company is a branch of the Brockton Public Market.

The union representatives were clearly informed at the time the agreement was entered into, as to the facts, that the Shaw Company is an entirely separate corporation. We have lived up to the agreement in every detail and the announcement when the card was demanded that we had violated the terms of our agreement was an entire surprise. Under the circumstances, we declined to give up the card.

As to men getting through, several had their positions here terminated because they did not wish to be enrolled as strikers or as remaining at work, and we had them get through to obviate taking any particular stand in the matter out of respect for their wishes.

On May 22 Mr. Frank M. Bump of this Board brought the contending parties together with a view to effecting an agreement. This was the beginning of a series of interviews, conversations and bargainings. The novelty of a body of wage earners whose interests brought them under the definition of employer — or, to state it in another way, the rarity of a group of investors whose occupation classed them as employees — involved problems not quickly solved, and the private conferences were the occasions of offences that darkened the counsels of earnest men. The first fortnight of June passed with many attempts to settle, but with no approximation to peace. The employer then expressed a desire to submit the matters in dispute to an impartial tribunal, and the clerks referred the request to the Central Labor Union and gave that body full power to act for them in settlement.

A special committee of the Brockton Central Labor Union, vested with its authority in the matter, conferred with the employer and employer's counsel, but no mutual adjustment was reached, nor even an agreement upon the points to be decided by arbiters. The parties sought and obtained this Board's advice several times. Under the law of arbitration the controversy was extraordinary in that the contemplated relation of employer and employed did not exist between the disputants and for the additional reason that the points, if any, to be decided could not thus far be framed in any statement which both sides would willingly subscribe. Conciliative methods rather than arbitration were clearly indicated, but many ways were tried before finding a thoroughfare.

On Tuesday, July 14, a conference, lasting three and one-half hours between representatives of the Central Labor Union, acting for the Grocery and Provision Clerks' Union, and Maynard A. Davis and his attorney, William G. Rowe, acting for the stores, was held at the Chamber of Commerce. The Central Labor Union was represented by Emmet T. Walls of the solefasteners, F. Ernest Mackie of the carpenters, Joseph McGovern, general president of the teamsters, H. A. Tyler of the skivers, Frank J. Kiernan, general president of the clerks' international organization and Nicholas J. Nally, president of the New England district council of retail clerks.

Mr. Walls said after the conference: —

We were unable to agree on the form in which the issues should be submitted to the State Board for adjustment. We, of course, want the proposition submitted as a flat proposition and the other side is desirous of having specified issues drafted, to which both shall agree. We did not come into a harmony of understanding as to such issues and we offered then to submit our side and allow the other side to submit their side and leave it to the State Board to deduce the proposition upon which consideration toward adjustment should be given. A further attempt at a mutual agreement settlement was not successful.

Attorney Rowe said: —

The parties are not yet in full accord on some of the details and as to the status of affairs. I think the matter should be arbitrated and, when it does go to arbitration, both sides should agree as to exactly what it is on which they disagree and as to what the real status of affairs is. At the conference there also was some suggestion relative to the parties reaching an agreement between themselves. This was not fully accomplished either. Both parties acted fairly at this conference and I believe we can come into accord on the question of arbitration or adjustment.

But further attempts were productive as yet of no agreement. The food buyers, having heard that both parties had agreed to arbitrate, looked upon peace as a foregone conclusion and renewed their patronage of the stores in question. This brought to the Board Frank J. Kiernan, the general president of the union, with a statement that the employers were resorting to delays to win the public over, and that the outcome would be to discredit official arbitration unless an effort were made to secure a joint application. The Board knows of similar instances and has often found it as easy, or as difficult, to induce a reconciliation as to secure a joint statement of the issue.

The Board had separate interviews with the parties at Brockton on July 23, and, following advice, they reduced the number of agents to one on each side. Walter Pratt, who had no part in previous debates, was invested with full power to conclude terms in behalf of organized labor. He and Mr. Davis met in the presence of the Board on July 27, and from day to day thereafter until an oral agreement was reached on August 3, whereupon the conference adjourned to August 5. The terms of the agreement were reduced to writing by this Board on the 4th. When the Board arrived in Brockton on the 5th, it was found that Messrs. Pratt and Davis had had a serious disagreement that threatened to renew the hostility. Messrs. Davis and Pratt met in the presence of the Board, however. The contracts as written were the subjects of debate: one related to the Brockton Public Market and to stockholding clerks; the other, couched in the same terms, with no reference to stockholders, related to the Shaw Company. Mr.

Davis represented both employers. The clerks, "through their authorized agent, the Brockton Central Labor Union," were represented in both cases by Walter Pratt. The conference brought the boycott, the strike and all controversy to an end. The two agreements, duly signed by both and attested by the Board's secretary, were filed with him and copies thereof furnished to the parties. It was agreed that the articles should not be published. The news of the settlement was received on all sides with acclamation, and the crowds before the bulletin boards obstructed street traffic.

Such a difficulty between the same parties is not likely to happen again, as appears by their last words: —

This agreement shall remain in force and effect until March 1, 1917. Should either party thereafter desire to alter, amend or annul this agreement, it shall give a 60-day written notice to the other party, and if the parties fail to give such notice, the agreement shall continue in force until such notice is given. Said notice must specify any change or changes desired, which —

First. — Shall be carefully considered by the parties and, if possible, mutual adjustments shall be agreed to.

Second. — Failing to agree, the matter or matters in dispute shall be referred to a committee of three, to be appointed by the Brockton Central Labor Union, to adjust in conference with the employer.

Third. — In the event of such conference failing to effect an agreement within a period not exceeding 10 days, the whole of the controversy as it then exists shall be referred to the Massachusetts State Board of Conciliation and Arbitration and their decision shall be final and binding upon both parties. Pending proceedings from the time that notice is given until final adjustment, and expiration of the agreement, no strike shall be called and no lockout enforced.

G. M. PARKS COMPANY — FITCHBURG.

A strike of all the building trades at work on the mercantile building of Burgess, Lang & Co., a new structure at Worcester, was assigned to Monday, May 11, and notice thereof was received on the 8th. The cause was the repugnance of Worcester men to work where the G. M. Parks Company of Fitchburg had contracted to install piping; and had brought the 9-hour day of that city into contrast with the 8-hour work day of Worcester. The Board communicated with the G. M. Parks Company and found it unwilling to make any accommodation to prevent the strike; and on May 11 the carpenters, plumbers, sheet metal workers, column erectors and other union men of Worcester, 70 in number, ceased work.

The Board went that day to Worcester and Fitchburg and interviewed both parties and Burgess, Lang & Co., the general builders. Conferences held in Worcester on the 11th and 12th resulted in an agreement and the strikers returned on Wednesday, May 13.

The following memorandum was sent to representatives of all concerned: —

Commonwealth of Massachusetts,
State Board of Conciliation and Arbitration,
Boston, May 13, 1914.

Concerning the strike in Worcester, voted on Friday, May 7, of the trades engaged in the completion and equipment of a building by Burgess, Lang & Co. of Boston, thus far known as the Mercantile building, this Board of its own motion mediated between the proprietors, their agents, contractors and subcontractors on the one hand and the workmen involved, with the view to preventing the strike. It appeared that the G. M. Parks Company of Fitchburg, subcontractors for the installment in said building of pipes trans-

mitting water under pressure, were employing 8 to 10 skilled men by the week of 54 hours. The building trades of Worcester had established the 44-hour week and objected to the intrusion of a different schedule.

After four weeks waiting for an adjustment, the strike went into effect on Monday, May 11, and the Board has endeavored to compose the difficulty. Interviews were had in Boston, Worcester and Fitchburg, and a conference of employers was held during the night of May 11 and 12. The employer was prepared to continue operations with other men, but refrained for a day at the request of the Board; the inclemency of the weather on May 12 afforded a further opportunity for mediation. Finally, the Board exchanged between employer and employed the assurances received from them at different stages and secured their agreement to follow the Board's recommendations, which were given as follows: —

The strikers are to return to their former places at the usual hour on Wednesday, May 13.

G. M. Parks Company of Fitchburg shall hereafter in any work performed by it at Worcester conform to the Worcester labor conditions.

Burgess, Lang & Co. shall hereafter require of all subcontractors in Worcester and elsewhere in the State that they shall comply with the labor conditions existing in the city or town where such building is being constructed.

It was further understood that the foregoing statements are to be interpreted in the ordinary trade use of the words as employed by the parties in the presence of the Board.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

ALDEN, WALKER & WILDE — WEYMOUTH.

On May 11 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Alden, Walker & Wilde of Weymouth, shoe manufacturers, and employees in the lasting department. (55)

Having considered said application and inspected the two lasts which are the subject-matter of the controversy, used in the factory of Alden, Walker & Wilde at Weymouth (a hearing being waived

by the parties), the Board determines that the last known as the "Amson" is a high-toed last and that the "Brighton" last is not a high-toed last.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

CARPENTERS — SPRINGFIELD.

The carpenters of Springfield and its vicinity on May 12, 1914, notified the Board, in a letter signed by Ernest Bennett, secretary of the Carpenters' District Council, of a controversy with master builders. The Board communicated with employers and employed, and found a condition that seriously threatened a large strike.

It appeared that fourteen months before the journeymen proffered to every known builder a request for a wage rate of $4 a day, and obtained two conferences with a committee representing both associated and unorganized employers. The employers refused the request and pleaded for an abatement, which the journeymen were loth to make. The employers then made an offer of $3.75 a day, which would increase the reckoning 21 cents. After some hesitation the journeymen announced that the offer would be accepted provided the employers would agree to pay the $4 rate from and after May 1, 1914. The employers assented to the condition, and from May 1, 1913, paid the provisional rate of $3.75. It was further agreed to confer again just prior to May 1, 1914.

The terms of the year before had not been reduced to writing and had been forgotten by the builders when it was proposed in March, 1914, to confer again according to the

agreement. The organized journeymen then renewed the movement for $4 in their invitation to all contractors to meet them at the rooms of the Board of Trade. Eight masters responded.

The journeymen endeavored to bring to the masters' minds the recollection of the promise, but without success, the conference was continued to April 8. Nine master builders met them at the time assigned, and there was a friendly discussion of matters of common interest without much reference to the wage question, for the employers present had a natural reluctance to take the first step in such an important matter without the presence of a larger number of their associates and competitors. This meeting concluded in the employers undertaking to procure a meeting of the Master Builders' Association and to invite to it all contractors, with a view to appointing a conference committee with authority to negotiate for all the carpenter employers of Springfield and its vicinity. April passed without a further conference and without notice of any, and then the following circular letter was sent to all employers: —

Springfield, Mass., May 1, 1914.

Dear Sir: — In accordance with the agreement entered into between a committee from the Master Carpenters' Association and the Carpenters' District Council in April, 1913, the minimum wages for journeymen carpenters in this district will be 50 cents an hour on and after Monday, May 4, 1914.

Respectfully yours,

Carpenters' District Council,
William P. Walsh, *President.*
E. Bennett, *Secretary.*

The journeymen were then insistent upon further questions of apprentices, common pay day and minor matters:

the employers did not move. The extraordinary patience of the workmen arose from their practical knowledge of collective efforts and how such are often thwarted in quarters where rivals have little of common interest. The following letter expresses a desire to confer: —

May 12, 1914.

Master Builders' Association, Mr. John Provost, *Secretary*.

Gentlemen: — Enclosed you will find a copy of a notice that was sent to all contractors on May 1. I regret that your association was not officially notified, but as each individual member was notified, we thought that sufficient.

Our council has always been ready and willing to meet the contractors halfway, whether as an association or as individuals. But failing to be even recognized by the association, we have tried to do business with the contractors regardless of the association. We are still willing to meet with a representative committee of contractors.

Very respectfully yours,

E. Bennett, *Secretary*.

This was acknowledged on May 13 by the secretary of the Master Carpenters' Association in a letter saying that it had been considered on the 12th and no action taken in regard to it.

The Board mediated on the 15th and found the journeymen resolute to strike, if necessary, to compel attention to their request, but equally determined to avail themselves first of the Board's services. The individual employers expressed a desire to be excused from responding to the Board's suggestions until after the next meeting. The Board went to Springfield on May 20 and interviewed both parties. The president of the Master Carpenters' Association stated that the conference committee would meet the Board that evening at the office of the Board of Trade and confer with all

parties interested. The Board requested the journeymen to send their committee, and directed the secretary of the Board to preside at the conference.

Accordingly, the master builders and the workmen conferred in the presence of the Board, represented by its secretary. A committee of the Building Trades Council, Richard Hennessey, chairman, appeared for the carpenters and others, for the crafts engaged in building operations desired to be informed, since a strike of one branch of the industry would affect all. Thomas McCarroll represented the carpenters. Bricklayers, masons and plasterers were also represented and expressed their mutual sympathies. The committee of the building trades withdrew and the carpenters' conference committee entered. No agreement was reached, but a statement of the result of the conference was read by the secretary and assented to by all the parties in interest and the conference dissolved. These results were subsequently sent to the parties in the following memorandum: —

The parties met by committee in the presence of the State Board of Conciliation and Arbitration, represented by its secretary, at the rooms of the Springfield Board of Trade on Wednesday, May 20, 1914, and

Resolved, That we prefer peaceful negotiations to strikes and lockouts; that all differences ought to be adjusted mutually and that if any difficulties remain after candid discussion such ought to be submitted to the judgment of any impartial tribunal that may be agreed upon; said parties further

Resolved, That this conference shall be continued from time to time until the matters in dispute shall have been mutually adjusted or referred to such arbitrators as may be agreed upon, and that we meet again on Wednesday, May 27, at the rooms of the Board of Trade.

Parties to such an understanding, when it is cordial, need no mediator. The Board, apprehending no break in their relations, was not represented at the meeting of May 27. The journeymen's agent reported on the 28th that there was a meeting indeed, but no conference, the employers being unwilling to enter into the way of peaceful negotiation which they had already approved. The Board thereupon wrote to the parties, enclosing a memorandum of their agreement to continue in friendly relations until they reached a settlement by agreement or agreed to submit the dispute to the judgment of acceptable arbitrators. On May 29 the representatives of the journeymen made oral application for arbitration, and requested the Board to assist them and the employers in framing a joint application in writing, as provided by law. In response to that request the Board sent its secretary to Springfield on June 1.

About this time the United Brotherhood of Carpenters and Joiners had entered into "offensive and defensive alliances" with the bricklayers, masons and plasterers in various places, Springfield and elsewhere, by which no member of a craft included would be permitted to work where the employer was unfriendly to one of the alliance. Primarily intended as an incentive to the correction of "jurisdictional" troubles, where the performance sometimes expected of one trade overlaps what another trade has marked for its own, it secured to each union on occasion a certainty of the support of sympathetic strikers. The Allied Building Trades Council of Springfield was a reunion of workmen, to which electrical workers, plumbers, painters and decorators would adhere in any difficulty. The Springfield Central Labor

Union, of still broader scope, was a merger of all the local units of the American Federation of Labor. The prospect was ominous. The cessation of work by 1,100 carpenters and the idleness of thousands of others in consequence would be a disaster. Numerous as the opposing employers were, their carpenters all told were 111, about 10 per cent. of the journeymen carpenters of the district. It began to appear that this group of employers had been treated with a seriousness wholly undeserved.

There were three building corporations doing business there with greater numbers of workmen. The Board visited them and discussed the difficulty and found them amenable to the methods which the law provides. One of these, the Casper Ranger Construction Company of Holyoke, informed the Board that any adjustment made with the other two would be acceptable. The others agreed in substantially the same terms, as follows: —

Springfield, Mass., June 2, 1914.

We, the A. E. Stephens Company, agree to settle controversy with the carpenters' union of Springfield, Mass., by agreeing to pay the advance scale of wages, namely, 50 cents per hour, on all contracts taken in Springfield and vicinity after May 1, 1914. Also, to pay the new rate of 50 cents per hour on present contracts after November 1, 1914.

A. E. Stephens Company,
By E. J. Stephens.

Springfield, Mass., June 3, 1914.

We, Fred T. Ley & Co., Inc., hereby agree to settle the controversy with the carpenters' union of Springfield, Mass., by agreeing to pay advance scale of wages of 50 cents an hour on all contracts taken in Springfield and vicinity after May 1, 1914.

We also agree to pay the new rate of 50 cents an hour on all contracts in Springfield after November 1, 1914.

Fred T. Ley & Co., Inc.,
By Harold A. Ley, *President.*

In the unlikely event of the small contract carpenters concluding to join with their journeymen in submitting to the arbitration of this Board the question, "What is a fair wage rate?" Messrs Ley and Stephens each signed an application for arbitration in which the journeymen might join if they preferred something contingent and problematical to the promises as stated above. Both the above promises and the applications were exhibited to the journeymen carpenters, and they were informed of the oral assurance of the Casper Ranger Construction Company. The carpenters rejoiced that, whatever the result of the protracted negotiations at the rooms of the Board of Trade, there would be no strike in any of the buildings of the large construction companies.

Another conference was held at the invitation of the Board on June 2. No agreement was reached and no hope remained, for the employers denied that they had promised anything or assented to any plan and said that if any committee or group had so promised or assented, it was singular and by no means binding on them. They were reminded that, apart from all that, there was the law which safeguarded their interests in showing forth the methods of peaceful adjustments. They agreed once more to meet the workmen's committee on June 4. The meeting on June 4 was productive of no agreement, and the parties separated with no intention of meeting again. The question of strike was then taken up by the unions, but, since the mediation and arbitration of this Board had been invoked, it was correctly deemed improper to resort to a strike if the Board were able to suggest still further ways of harmonizing the discordant elements.

Notices of impending strike by reason of the failure of negotiations were received by telegraph and telephone from the carpenters and the allied trades. The Board replied by advising them to seek agreements with the employing individuals. All persons concerned were by this time convinced of the master carpenters' inability to negotiate a collective agreement. The unions accepted the Board's advice. In about a week 80 per cent. of the journeymen were at work at the established rate of 50 cents an hour, and by the first of July nothing remained of the difficulty.

HUCKINS & TEMPLE COMPANY — MILFORD.

The following decisions were rendered on May 14: —

In the matter of the joint application for arbitration of a controversy between Huckins & Temple Company, shoe manufacturer of Milford, and employees in the lasting department. (43)

Having considered said application, heard the parties by their duly authorized representatives and investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, the Board awards that the following prices be paid by Huckins & Temple Company at Milford, for work as there performed: —

Operating No. 5 bed machine: —

	Per 12 Pair.
Duchess last: —	
Regular black shoes,	$0 24
Patent leather,	30
Russet leather,	30
Extra: —	
Cushion-soled,	03
Leather-lined,	02

Samples, one-half extra.

Single pairs, one-half extra.

The Board also awards the following: —

Classification of lasts: —

Reno, Park, Rajah, Roughneck, City, Snippy, Bon Ton, Parader, Arlington, Trout, Belmont, Bump, Jump, Yale and Custom, high-toed.

Freak, Bond Street, S. H., Fifth Avenue, Imperial, Rex, Lenox, State Street, St. Louis, Caper, Tuxedo, Popular, Boston, Walcourt, Hito and Composite, low-toed.

By agreement of the parties this decision shall take effect as of date of March 19, 1914.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

In the matter of the joint application for arbitration of a controversy between Huckins & Temple Company, shoe manufacturer of Milford, and employees in the edgemaking department. (44)

Having considered said application, heard the parties by their duly authorized representatives and investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, the Board awards that the following prices be paid by Huckins & Temple Company at Milford, for work as there performed: —

Edgetrimming rubber soles: —	Per 12 Pair.
One-half heel (by agreement),	$0 20
Springheel,	32

By agreement of the parties this decision shall take effect as of date of February 1, 1914.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

In the matter of the joint application for arbitration of a controversy between Huckins & Temple Company, shoe manufacturer of Milford, and employees in the stitching department. (45)

Having considered said application, heard the parties by their duly authorized representatives and investigated the character of the work and the conditions under which it is performed, which is the

subject-matter of the controversy, the Board awards that the following prices be paid by Huckins & Temple Company at Milford, for work as there performed: —

UNDERTRIMMING.

	Per 12 Pair.
Stitching and turning: —	
With bar (by agreement): —	
Seamless bal or seamless button: —	
Yellow-tagged,	$0 11
Pink- or white-tagged,	12
High Blucher: —	
Yellow-tagged,	11
Pink- or white-tagged,	13
Without bar (by agreement): —	
English bal: —	
Yellow-tagged,	08
Pink- or white-tagged,	09
English button: —	
Yellow-tagged,	08
Pink- or white-tagged,	09
Two-fitted: —	
With bar (by agreement): —	
Seamless bal, seamless button or high Blucher: —	
Yellow-tagged,	12
Pink- or white-tagged,	14
Blue-tagged,	15
Without bar (by agreement): —	
English bal or English button: —	
Yellow-tagged,	10
Pink- or white-tagged,	10
Blue-tagged,	14
Prince Henry: —	
Yellow-tagged,	10
Pink- or white-tagged,	13
Blue-tagged,	14
Blucher Oxford: —	
Yellow-tagged,	07
Pink- or white-tagged,	08
Blue-tagged,	10
Button Oxford: —	
Yellow-tagged,	09
Pink- or white-tagged,	10

	Per 12 Pair.
Invisible eyelet: —	
Stitching and turning: —	
Blucher: —	
Yellow-tagged,	$0 11
Pink- or white-tagged (by agreement),	13
Bal: —	
Yellow-tagged (by agreement),	09
Pink- or white-tagged (by agreement),	10
Blue-tagged,	14
Two-fitted: —	
Seamless bal (by agreement): —	
Yellow-tagged,	12
Pink- or white-tagged,	14
Blue-tagged,	15
High Blucher: —	
Yellow-tagged,	12
Pink- or white-tagged.	14
Blue-tagged,	15
Blucher Oxford: —	
Yellow-tagged,	07
Pink- or white-tagged,	08
Blue-tagged (by agreement),	10
Buckle tie: —	
Yellow-tagged,	10
Pink- or white-tagged,	11

By agreement of the parties this decision shall take effect as of date of March 19, 1914.

By the Board.

BERNARD F. SUPPLE, *Secretary.*

W. L. DOUGLAS SHOE COMPANY — BROCKTON.

The following decisions were rendered on May 19: —

In the matter of the joint application for arbitration of a controversy between W. L. Douglas Shoe Company of Brockton and employees in the lasting departments of Factories Nos. 1 and 2. (31)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the

work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 13 cents per 12 pair be paid by W. L. Douglas Shoe Company at Brockton in Factories Nos. 1 and 2 for assembling by machine, including mating vamps, putting in counters and tacking back of counters, as the work is there performed.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

In the matter of the joint application for arbitration of a controversy between W. L. Douglas Shoe Company of Brockton and employees in the lasting departments of Factories Nos. 1 and 2. (32)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 15½ cents per 12 pair be paid by W. L. Douglas Shoe Company at Brockton in Factories Nos. 1 and 2 for operating pulling-over machine, including steaming boxes, as the work is there performed.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

TEAMSTERS — SALEM.

Notice from James J. Darcy of Salem of threatened strike of teamsters in the employ of A. P. Gifford Company, lumber dealer, of that city, was the occasion of the Board's visit to Salem on May 19, where the parties were advised to endeavor by consulting each other's convenience to meet and arrange their differences in a friendly way. This advice was followed, while the Board kept in communication with the parties from day to day. On May 25 the Board was informed that all controversy had been ended in an agreement couched in the terms of one that had expired on May 1.

BOSTON ARENA COMPANY — BOSTON.

On May 26 the following decision was rendered: —

In the matter of the application of the Boston Arena Company, conducting an ice-skating rink and ice plant at Boston. (58)

This application, brought to the Board under Acts of 1910, chapter 445, as amended by Acts of 1912, chapter 545, states that a strike or other labor trouble occurred on December 20, 1913, and requests the Board to determine whether the business of said company is being carried on by the petitioner in a normal and usual manner and to the normal and usual extent.

Having considered said application and heard the petitioner, investigated the character of the business and the conditions under which it is carried on, which is the subject-matter of the application, the Board determines that the business of the said Boston Arena Company, which is that of an ice-skating rink and ice plant, is being carried on in the normal and usual manner and to the normal and usual extent.

By the Board,

Bernard F. Supple, *Secretary.*

NORTHAMPTON STREET RAILWAY COMPANY — NORTHAMPTON.

Selected in the customary manner for a special board of arbitration, Messrs. Timothy G. Spaulding and M. J. Hennessey chose for chairman Thomas A. McDonald, Esq. The board of arbitrators rendered the following decision in the fifty-first week of the twelve months to which it relates: —

In the matter of the arbitration between the Northampton Street Railway Company and the Amalgamated Association of Street and Electric Railway Employees of America through division No. 549 of Northampton, Mass.

The undersigned, duly appointed arbitrators, in accordance with the provisions of an agreement entered into between the Northampton Street Railway Company and the Amalgamated Association of

Street and Electric Railway Employees of America, through division No. 549 of Northampton, Mass., dated December 23, 1913, submit the following report: —

The arbitrators have carefully heard and considered the evidence and arguments submitted by the parties to the agreement, have examined the exhibits presented and have conferred at some length upon the matter in controversy.

The agreement above referred to authorizes the arbitrators "To determine what the rate of wages for motormen, conductors, linemen, barn men, track-walkers, and track-greasers shall be for a period of one year from the first day of June, 1913."

We find that while the cost of living in recent years has been much higher than formerly, we also find that the cost of living from June 1, 1913, to the present time at least had decreased.

We find that the financial condition of the company does not warrant a substantial increase in wages.

We find that the graduated scale now existing, namely, a maximum of six years, is, at the present time, reasonable and should not be changed.

We therefore decide and award that the scale of wages to be paid to the conductors and motormen employed by said company shall be as follows, to become effective from June 1, A.D. 1913, up to June 1, A.D. 1914: —

First year, . . .	23 cents.	Fourth year, . . .	26 cents.
Second year, . . .	24 cents.	Fifth year, . . .	27 cents.
Third year, . . .	25 cents.	Sixth year, . . .	28 cents.

The above rates per hour are to be figured on the basis of actual platform time.

As neither the company or the association have introduced any tangible evidence so far as the wages of the other employees are concerned, we are compelled to disallow an increase to the other employees and award and decide that the wages of the employees mentioned in the agreement of arbitration, except conductors and motormen shall, during the period from June 1, 1913, to June 1, 1914, be and remain the same as they were at the time from which this award is to take effect.

Thomas A. McDonald, *Chairman.*
Timothy G. Spaulding.

Chicopee, Mass., May 26, 1914.

The other member of the board of arbitrators, Mr. Hennessey, a railway employee, dissented for reasons substantially the following: —

Former wages were calculated for 10 hours' service when service on the platform was rendered in less than 10 hours. In the negotiations that preceded the arbitration, the company offered to pay during the period in question the same as before, and could not have thought of less when the issue was framed and submitted to the special board. The award established rates per hour, but changed the method of reckoning, excluding therefrom the service that was not platform work; but the method of reckoning was not a matter before the arbitrators, therefore the special board had exceeded its authority. The rates of the award are higher than before, the time computed is shorter; the result is a reduction of earnings, but the company was willing to pay wages that were not reduced; the award, therefore, was not according to evidence. The chairman, who had the casting vote, meant to raise wages, for he had said the increase would aggregate $3,613, and such would be the case if calculated as before; but " figuring on the basis of actual platform time " involves a reduction, therefore the award was contrary to the intention. The board, having ignored evidence that ought to be considered and considered matters that had not been submitted, awarded a reduction which it did not intend, or intended a reduction which it had no right to make.

A month after the award, the chairman of the special board made the following statement in writing: —

Chicopee, June 26.

In view of the fact that Mr. Hennessey, the minority arbitrator in the recent arbitration between the Northampton Street Railway Company and its employees, persists in making incorrect and untrue statements, I feel that it is my duty to the public, the employees themselves and myself, that the matters discussed be presented in a proper form.

The statement that the arbitrators exceeded their jurisdiction is ridiculous. The agreement of arbitration stated in clear and unmistakable language that "Said arbitration shall determine what the rate of wages for motormen and conductors, linemen, barn men, track-walkers and track-greasers shall be for a period of one year from the first day of June, 1913." This being the question for arbitration, any intelligent person can see that the board could establish any rate that the evidence warranted, regardless of the fact that said rate decreased or increased existing wages.

Mr. Hennessey has pursued with considerable vigor the statement of the chairman with reference to an increase of $3,613. He again deceives himself and the public by not stating facts. He was told in clear and unqualified terms that, if his men had worked 10 hours per day during the year at the rates of wages established by the board, they would receive the sum mentioned. He never was informed that the men were entitled to this increase, because there was no evidence before the board upon which it could be based; but the hypothesis was submitted to him that if the men had worked the 10 hours per day under the schedule of rates fixed by the board, they would receive $3,613.

Mr. Hennessey, several times after the hearings were closed but while the arbitrators were deliberating, stated that if he were to try the case over again he would have it presented in a different manner.

The statement that the chairman offered to use his influence with the manager of the Northampton Street Railway is preposterous. No such statement was ever made.

Thomas A. McDonald.

Meanwhile the railway men, adopting the reasoning of Mr. Hennessey, on June 10 voted to strike at a time to be named later, and sent the following letter: —

NORTHAMPTON, MASS., June 27, 1914.

FRANK M. BUMP, *Member, State Board of Conciliation and Arbitration, Boston, Mass.*

DEAR SIR: — As perhaps you are aware, the street railway employees of this city voted to strike a couple of weeks ago; after the vote was taken further negotiations were carried on, and it was thought that a settlement could be reached, but all our efforts along that line have resulted in a failure, and the only thing that now remains is to seek an investigation through your honorable Board before a strike is called.

The trouble arose over an award rendered by a majority board of arbitrators on the question of wages. We have in our possession certain evidence that convinces us that there is something wrong, or at least something that should be cleared up.

We tried to arrange a conference with the officials of the company, both sides to request the presence of the arbitrators. The company refused to be a party to this. Next we asked for a conference with the directors of the company, but they refused to meet us, and finally we asked them to join with us in a request that your honorable Board be called in to use your good offices in settling the trouble. The manager of the company took the proposition to the directors and they refused to comply with the request.

We therefore, as a last resort before strike is declared, ask you to come here and use your good offices in bringing about a meeting between the parties concerned and board of arbitrators in order that the misunderstanding surrounding the award may be cleared away.

Trusting that without any great delay you will be able to bring about a conference along the lines suggested, I remain,

Yours very sincerely,

JAMES D. WHALEN,
President of the Northampton Street Railway Employees' Association.

99 HOLYOKE STREET, FLORENCE, MASS.

The employer, it was soon learned, regarded the cause as settled; for an award, final and binding on both parties, had been made by a tribunal which had gone out of existence and

could not be revived; but if the State Board knew of any dispute not already determined, the Northampton Street Railway Company would reply to any inquiry. The Board, having met the employees at Northampton on July 7 and heard their statements, ruled that it could not review the award of the special board and that any conciliative offer by either party to a controversy is not evidence to be adduced when the cause is heard by a court of arbitrators. A strike would gravely impair their right to arbitration, hence the State Board advised that it would be wiser to remain at work under the award, which, if found to be grievous as to price or hours of work or as to the method of calculating wages, might be made the subject-matter of a submission to this or some other board of arbitration. Thus far no grievance had been named that was susceptible of adjustment, but this Board was authorized to say that the employer in question would respond to any complaint within the jurisdiction of this Board to remedy.

On August 19, 67 railway employees went out on strike. Automobiles and busses began to transport passengers at regular fares. Attempts were made to run a few street cars under police protection, but the service was irregular after riotous acts on August 20.

Mayor Feiker was active in mediating. He deliberated with committees of citizens, and interviewed the former arbitrators and officers of the company. He was the chief agent in preserving order, notified this Board as the law requires and offered every needful help. August 21 was signalized as a day of conferences. The railway men disclaimed the violence of the night before; the mayor called on the State for

reinforcements of police. The employees of the Holyoke Street Railway voted support to the Northampton carmen; the two roads having close connection, an apprehension that the strike might extend into adjacent towns was often expressed. Some members of the employing company, in their conception of duty to the public, conferred with citizens and strikers; propositions of back pay in repudiation of the award of May 26 were exchanged. The mayor notified the Board by telephone late in the evening of August 21 that the company had offered the strikers $1,800 to declare the strike off. It was true that an offer of that sum was under consideration by the union, but the company telephoned that same evening to say that it had not been authorized and never would be authorized. The offer was destined to retard the settlement, for the strikers and certain Northampton citizens inferred that the company's attitude had relaxed, as it had not. The union rejected the offer in the hope of bringing it up to the demand of $3,600 "back pay." The Board that night directed its secretary to go to Northampton.

On Saturday, August 22, the Board communicated at Northampton with the parties and citizens of public spirit. All were preoccupied with the proposition of back pay and what might be deemed a fair sum to hand over in consideration of declaring the strike off. The strikers would listen to no suggestion until a definitive reply to their demand of $3,600 had been received from the president of the railway, nor could they be brought to believe that "back pay" might be deemed in other quarters a breach of a valid award and a gratuity that persons entrusted with the disbursement of money not their own might hesitate to grant. The discovery

of a better way was fated to be postponed for three days, until the delusion vanished.

On Monday the 24th the president of the company notified the strikers that their demand as specified, or any possible demand for back pay, was rejected. The members of the union were at the threshold of the second week of a strike which seemed a preordained contest of endurance. Long interviews were had with the agents on both sides. The employer was willing to raise the rates and arrange the service so as to afford better earnings. The Board proposed a conference on future relations. The employer expressed a willingness to enter into an agreement for two years. Of the 67 strikers, the 14 men for maintaining the way or doing barn work were out with the others because of their membership in the union, and none but the trolleymen, 53 in number, had professed a grievance. Fifty-three men in 52 weeks, at 70 hours a week, work 192,920 hours; an increase of 2 cents per hour would increase the aggregate yearly earnings $3,858.40, which was somewhat greater than the recent demand. This was proposed in a tentative way, and rejected by J. H. Reardon; but he consented to lay it before the members of the strike committee, and at the end of a half hour it was rejected by them.

The agent of the strikers was reminded of the circumstances of the stage to which proceedings had been carried: the employees had invoked the Board's services; they had now rejected mediation, the only practicable course, for the Board's functions are to decide, to censure and to advise. It cannot decide a controversy already judged; it can decide an open controversy, but only when both parties request it,

yet never while a strike is in effect. No live issue had been referred to the Board and there was a strike; the Board could not arbitrate in the premises. The Board's advice had been rejected and mediation was thus eliminated; nothing then was left but to investigate and report to the public which party was to blame. If the Board should find, and everybody know, that one award had been broken and a reasonable compromise rejected, there would be no doubt as to the party responsible for beginning and maintaining the strike. Apart from these reasons, it is one thing to collect back pay for a body of men and quite another to distribute it equitably. The proposition just made, if agreed to by both parties, would in one year yield more than the sum now demanded and again and again in each year following; for there was no probability of rates once established falling back to where they had been, and nothing is more equitable than to distribute pay as earned to the men who have earned it.

These expressions Mr. Reardon undertook to place before the committee for advice. While the members of the committee were reconsidering the question, Mr. Reardon was called to the telephone and reminded again that, for reasons stated above, it was futile to fancy that the directors of the company could accept any proposition of back pay, and further reminded that the company was willing to confer on any proposition that related to present and future terms of service. At last the committee abandoned the claim of back pay and announced its willingness to confer with the employer in the presence of the Board on the rates of wages to be paid for two years, beginning June 1, 1914; they then brought forward for the first time a demand for 5 per cent. increase

in the pay of the 14 fellow unionists who were out in sympathy with the trolleymen. It was true, they said, that the wages of these had not been in question, but they could not be expected to consent to a conference that left them out of consideration. It then remained to arrange the conference. The company's officers had said they would respond to the Board's invitation, but the long day had passed and the conference was assigned to the morrow. During the night the Board, in separate interviews, tried to induce the company, on the one hand, to consider the 5 per cent. increase, and the strikers, on the other, to abate the demand; but both were inflexible.

The next day was August 25. The failure of the negotiation of back pay was a disappointment to many, and street disturbances were reported by some as ominous and by others as of no more significance than idle pranks. Conflicting reports were sent to the State House and 14 metropolitan police arrived in Northampton at noon. At a final interview with the committee of strikers, the Lieutenant-Governor appeared and urged them to follow the peaceful way of conciliation, discussed details, and, at the time appointed, went to the court house, where a conference of parties was held in the judges' lobby. After a long debate the parties agreed in terms which were reduced to writing by the Lieutenant-Governor, placed on file by the secretary of the Board and published: —

COMMONWEALTH OF MASSACHUSETTS,
STATE BOARD OF CONCILIATION AND ARBITRATION,
NORTHAMPTON, MASS., August 25, 1914.

MEMORANDUM OF AGREEMENT.

Memorandum of agreement made the twenty-fifth day of August, A.D. 1914, by and between the Northampton Street Railway Com-

pany represented by L. D. Pellissier, Esq., its general manager, and J. H. Reardon, Esq., the representative of the employees of said railway company, and acting therefore and also in behalf of the Amalgamated Association of Street and Electric Railway Employees of America.

First. — All employees are to return to work forthwith and be reinstated by said Northampton Street Railway Company to their usual positions without prejudice.

Second. — All motormen and conductors are to receive 2 cents per hour over that at present paid, with an extra daily time allowance of ten minutes for taking out and putting up their cars and for making reports daily to the company.

Third. — All barn men, linemen, track-greasers to be given an increase of 2½ per cent. over present rate of wages paid them.

Fourth. — The railway company agrees to arrange its schedules of runs in so far as possible so that all regular runs, so called, shall be as near nine hours as possible.

This agreement to become operative as of June 1, 1914, and to remain in force for two years from that date.

Northampton Street Railway Company,
Louis D. Pellissier, *General Manager.*

Amalgamated Association of Street and Electric Railway Employees of America, Division No. 549 Northampton,
J. H. Reardon.

Witnesses:
Edward P. Barry,
Lieutenant-Governor of Massachusetts.
Bernard F. Supple,
Secretary, State Board of Conciliation and Arbitration.

Night was falling as the conference dissolved. The news of settlement spread quickly; crowds gathered to applaud speakers. The strikers in mass meeting ratified the agreement. The mayor was on his way to Boston to secure additional police when the news of settlement was telegraphed him at Springfield. When the news was confirmed by the Board at the telephone, he returned to Northampton. At

half past 11 o'clock that night the men that the company had hired during the week of the strike were transported, under the protection of the metropolitan police, in auto cars to the train. A mob assaulted them with missiles and was subdued by the police. Six car windows were broken. This affray was said to be worse than any that had preceded the settlement.

The next day, exactly one week after the cessation of work, all the cars were running as though nothing had happened. The railway has been operated ever since in the customary way and to the normal extent.

BROOKLYN COOPERAGE COMPANY — BOSTON.

There was a strike of coopers on June 1, when 150 men left off working for the Brooklyn Cooperage Company at its factory in South Boston. The strikers were Lithuanians who did not speak English. They had emerged from the influence of the Industrial Workers of the World and a period of strikes and entered the Coopers' International Union of North America, of which Andrew C. Hughes of Newton is president, and after a year's peaceful efforts to bring their employer's attention to their wishes, they struck to mark their disapproval of excessive speed and kindergarten discipline. The Port Director and the Civic Federation mediated, but to no avail, for it was difficult to find any agent of the company sufficiently authorized or ready to assume responsibility for a settlement.

Andrew C. Hughes, representing the strikers, appealed to the Board on the 21st and 23d of June, and the Board ex-

erted its good offices to procure, if possible, an adjustment. The company responded that it had ever been its fixed purpose to treat the coopers with consideration and had told them by posted notice that any grievance, real or imaginary, that could not be remedied by consulting the foreman would be heard by the superintendent.

In September the mayor of Boston mediated between the parties with a view to inducing an agreement. The Board has not been informed of the result.

SHEET METAL WORKERS — HOLYOKE.

Members of the Sheet Metal Workers' Union of Holyoke, 200 in number, left work on June 1 in resentment of their employers' refusal to raise their pay from $18 to $22.50 for a week of 44 hours. There were other grievances alleged relative to the employment of apprentices. About 15 shops were involved. The Board went to Holyoke on June 2 with a view to effecting a return to harmonious relations, and learned that the prospect of an agreement was good, the parties being in conference on the matter. An adjustment was made and all the journeymen returned to their former places on June 4.

EMERSON SHOE COMPANY — ROCKLAND.

On June 4 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Emerson Shoe Company of Rockland and employees in the solefastening department. (41)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the

work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by the Emerson Shoe Company at Rockland, for work as there performed: —

Welting: —	Per 12 Pair.
Shoes of $3 and $3.50 grades (by agreement),	$0 18
Shoes of $4 and $4.50 grades,	20
Shoes of $5 grade and over (by agreement),	24

By the Board,
BERNARD F. SUPPLE, *Secretary.*

LUKE W. REYNOLDS COMPANY — BROCKTON.

On June 4 the following decision was rendered: —

In the matter of the joint applications for arbitration of a controversy between Luke W. Reynolds Company, shoe manufacturer of Brockton, and employees in the stitching department. (47, 48)

Having considered said applications and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Luke W. Reynolds Company at Brockton, for work as there performed: —

Stitching: —	Per 24 Pair.
Stitching tips, wedge method, Union Special machine,	$0 07
Stitching Blucher tongues, holding lining,	08
Stitching foxings,	18
Staying vamps, Singer machine, if trimmed,	05
Seaming vamps, Singer machine,	No change.
Folding tips by machine,	02
Making linings: —	
Including the holding of strap,	No change.
Without strap: —	
Blucher,	21
Bal,	23
Button,	17
Stitching short backstays,	10

	Per 24 Pair.
Cementing tops to linings: —	
Including the sticking of strap,	$0 14
Without strap,	12
Barring button-flies,	15
Setting blind eyelets: —	
All the way up,	15
Halfway up,	10

By the Board,
BERNARD F. SUPPLE, *Secretary.*

M. A. PACKARD COMPANY — BROCKTON.

The following decision was rendered on June 4: —

In the matter of the joint application for arbitration of a controversy between M. A. Packard Company, shoe manufacturer of Brockton, and employees in the packing department of Factory No. 1. (50)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that $1.75 per 9 hours be paid by M. A. Packard Company in Factory No. 1 at Brockton for putting in heel-pods, as the work is there performed.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

LEWIS A. CROSSETT, INC. — ABINGTON.

On June 4 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Lewis A. Crossett, Inc., shoe manufacturer of Abington, and employees in the dressing and packing departments of Factories Nos. 1, 2 and 3. (51)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert

assistant nominated by the parties, the Board awards that the following prices be paid by Lewis A. Crossett, Inc., at Abington, in Factories Nos. 1, 2 and 3 for work as there performed: —

	Per 12 Pair
Cleaning linings and top-facings, pulling strap papers, lacing or buttoning; and other operations of like nature, per day, $1.75.	
Cleaning linings and top-facings, ...	$0 01
Pulling strap papers, ...	01
Lacing or buttoning, ...	02

By the Board,
BERNARD F. SUPPLE, *Secretary.*

COAL TEAMSTERS — LOWELL.

With a view to standardizing wages, work time, holidays and pay for overtime, and to regulate adjustments of controversy through the agency of their union, certain teamsters and others of Lowell, whose occupation is delivering coal, requested their employers' agreement to seven articles. The coal merchants ignored the matter or refused to sign; wherefore their 133 employees on Wednesday, June 24, went out on strike, complaining mostly of not having been given the opportunity of a conference to discover possible error or unintentional offence and make amendment. The mayor of Lowell notified the Board and afforded facilities for meeting the respective sides in large numbers. Twenty-two dealers were involved, but the business of some varied so that, in the inclusion of building and other materials, their coal trade was of secondary importance or quite negligible.

The Board went to Lowell on June 30, July 2, 8 and 10, had many separate interviews with the parties and arranged for them to meet in conferences on their common interests; but there was no proposition to which both would yield a

common assent. The men were willing to commute the demands, but the 14 leading employers would not accept them even in mitigated form, at least before April 1, the beginning of the new coal year. From a meeting of the dealers on July 11 a message was sent to the union, asking them to postpone further action till April 1, 1915. The union met on July 12 and replied with a refusal. On Monday the 13th both parties met in conference. The strike lacked one day of three weeks' duration. The dealers, granting that day, announced that any man absent from his former place on Wednesday would lose it. Negotiation had passed the limit. On Wednesday the 15th none of the strikers returned. A few men were hired to take their places, some at higher rates than the union demanded and unaccustomed to the duties required. The union met and renewed its purpose to continue the strike.

On July 16 a conference was had which advanced the parties in the way of conciliation. As reported to the union and the Board, it was understood that, if the strike were then declared off, all hands should be received into their former places under the former conditions and both parties were to meet in March, 1915, to confer on the matter of a new agreement to go into effect on April 1.

The report of the committee with assurance that the employers would make some concessions in March, the inadequacy of strike benefits from union funds, the pinch of straitened means of support as felt at the strikers' homes, — all were effective to change opinion between meetings. In the afternoon the strike was declared off. All the teamsters and helpers returned to work on July 17.

LEONARD & BARROWS — MIDDLEBOROUGH.

On June 30 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Leonard & Barrows, shoe manufacturers of Middleborough, and No. 5 machine operators in their lasting department. (84)

A last known in this factory as the "Lenox" accompanies the application. The controversy as set forth by the duly authorized representatives of the parties is whether said last, by reason of its contour and dimensions, should be classed as high-toed or low-toed.

Having considered said application, inspected the last in question, its contour and dimensions, which constitute the subject-matter of the controversy, the Board finds that the last known as "Lenox" in the factory of Leonard & Barrows at Middleborough is a low-toed last and so determines.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

W. & V. O. KIMBALL — HAVERHILL.

On June 30 the following decisions were rendered: —

In the matter of the joint application for arbitration of a controversy between W. & V. O. Kimball, shoe manufacturers of Haverhill, and employees in the lasting department. (79)

Having considered said application, heard the parties by their duly authorized representatives, and investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, the Board awards that W. & V. O. Kimball shall pay to employees in their lasting department at Haverhill 12 cents a dozen pair for operating the Consolidated Hand-method lasting machine with last No. 44 as such work is there performed.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

In the matter of the joint application for arbitration of a controversy between W. & V. O. Kimball, shoe manufacturers of Haverhill, and employees in the lasting departments. (87)

Having considered said application and heard the parties by their duly authorized representatives, inspected the contour and dimensions of last which accompanies the application, the classification of which is the subject-matter of the controversy, the Board finds that the last known as "No. 16" in the factory of W. & V. O. Kimball at Haverhill belongs to the class of high-toed and so determines.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

WILLIAM A. L. SMITH, E. H. VIEN & CO. AND 64 OTHER EMPLOYERS — NEW BEDFORD.

Complying with a provision of an agreement then in force, the New Bedford bartenders, about 125 in number, notified the local liquor dealers' association in January that they desired to seek a new agreement May 1. The parties conferred several times by committees, with the object of finding a basis of agreement. The employers' views were various concerning the demand for $18 a week minimum, but they were unanimous in their opposition to the proposed rules of preference for present members of the union. Some already paid more than the demand, but objected to taking any obligation to do so; some others objected to negotiating such a matter with persons not in their employ; still others would have no objection to the union if the employers were allowed to say who should or should not be admitted to membership; in the mill districts the price was deemed too high.

April, May and June passed without agreement. The New Bedford Liquor Dealers' Association by a vote of 66

to 5 refused to sign the demands, but the 5 agreed to the scale without delay.

On July 1, at noon, about 125 bartenders left their work at the liquor counters of 66 employers and went out on strike. In an hour and a half 7 of the 66 proprietors agreed to the scale, and their employees returned. All the hotel proprietors save one granted the demands. Organized labor rallied to support the strike; the State branch of the American Federation of Labor, the Bartenders' International League and the New Bedford Central Labor Union voted their moral and financial support. The Hotel Waverley on July 3 employed 3 women in the places of the men on strike, and experienced no loss of custom. The proprietor stated that he paid union wages and would employ union help if permitted, but he would never agree to such arbitrary rules as those which the union would establish. The union and its sympathizers denounced the employment of barmaids as immoral; the liquor dealers replied that it would elevate the moral tone, for, since men were generally respectful to women, the behavior of patrons, conscious of their presence, would improve.

On July 7, after an hour's conference between the committees, an understanding was reached which was subsequently ratified by the party organizations; the strike was declared off, and on the following day most of the bartenders had returned to their former places. The minimum wage of $18 a week was established; the employers agreed to hire none but union members or applicants who were eligible for membership; and the union agreed to admit any good citizen whom an employer might wish to hire. Many employers

signified their willingness to sign the agreement when reduced to writing, but some hesitated to say so and withheld their consent when rumors spread of violations and proposed violations of the understanding. Not all the strikers were able to secure their former positions, for a few employers, having resumed their service, meant to continue each as his own chief bartender.

Misunderstandings arose when the business agent of the union called on the proprietors of bars. William A. L. Smith, an employer, had made no objection to the union wages. His two bartenders had gone out on strike, but, when the strike was settled on July 7, they did not present themselves for re-employment and he hired union men in their places. Eugene H. Vien would not take back the men who left him, but was willing to employ union men. In ten stores the employers claimed that they did not have places for all who had left them and expected to return. These difficulties led to a restlessness on July 11, 12 and 13 that found expression in murmurs of a coming strike. Mr. Wood of this Board went to New Bedford, and, on July 13 and 14, brought the parties into conference on the subject of how best to perfect an agreement in prevention of the threatened strike; and on Thursday, July 16, Messrs. Bump and Wood held a conference of parties. Specific instances of alleged fracture of the agreement were disposed of in accordance with the Board's advice.

On the 18th Mr. Wood stated the findings in the controversy of William A. L. Smith and bartenders: —

The Board has considered the testimony presented by committees representing the liquor dealers' association and the union, and has

interrogated Smith and other witnesses for the purposes of ascertaining further facts pertinent to the inquiry.

Two bartenders employed by Smith went on strike July 1, as the result of action taken by the union in which they held membership. Subsequently, on July 7, a settlement of the strike was effected by the parties in interest. The agreement among other things provided the return of the bartenders to the places occupied by them before the strike, and the dealers were bound to give the striking employees such positions if they had employment to offer. The two bartenders in question did not present themselves for employment. Their failure to do so deprived the employer of the opportunity to restore them to the positions they occupied when the strike took place, and the Board finds that Smith is justified in his conclusion that they have left his employ and that he is not bound by the agreement to consider them as his employees.

The Board recommends that the representatives of the union make an immediate endeavor to assist Smith in filling their places, to the end that the business of the dealer may be restored to its normal and usual condition within the meaning of the agreement entered into by the association and union through their respective representatives.

The recommendation was accepted.

In the matter of the controversy between the proprietor of the Hotel Waverley and certain bartenders, it appeared that just before the strike he had discharged all but one, with a view, it was alleged, of evading the obligation of considering any possible claims that might be made in their behalf as strikers, and in point of fact he did not re-employ them when they applied to him as returning strikers. The man whom he did not discharge went out on strike; subsequently, he offered re-employment to this striker, but the man could not then resume his position owing to the unsettled state of the business. Later the man forfeited any claim to further consideration by reason of his disorderly conduct. At least two of the former employees, however, appeared to be unobjec-

tionable on any ground, and these were recommended for reinstatement. Eugene H. Vien, the proprietor, promptly signified his willingness to act upon the Board's advice in the matter, but before the union would allow the men to return a new controversy arose. The agent of the union demanded the discharge of the hotel manager, Harper by name, giving as a reason that he had performed the work of a wine clerk during two days of the strike. This was a surprise to all employers, for managers' interests are closely related to the proprietors' interests, and are sheltered by the same excuses, but the union represented that Harper was a member of the Providence branch of their international league and subject to union rules. Both parties announced their desire to have this Board hear and determine the controversy.

The Board went to New Bedford on August 3 and held a conference of parties, Mr. Frank M. Bump presiding, with the purpose of advising what ought to be done or submitted to by the parties, or of receiving their joint application, duly signed for a formal decision. The controversy relative to Harper and alleged grievances incidental thereto were debated. The Board, in the absence of the joint application for arbitration required by law before a decision can be made, advised that the parties continue the conference to a mutual settlement; and the following report was issued on August 4: —

In the matter of the controversy between E. H. Vien & Co. of New Bedford and bartenders in their employ.

The Board recommends that the employees immediately comply with the recommendations of the Board on July 18 and thereby re-establish the relations which formerly existed, and place themselves in a position where they may properly call to the attention of the

employer any new grievance which they believe exists, and thereafter by conference endeavor to accomplish an amicable settlement of such difference as may exist between them.

That controversy alleged to involve one Harper as an employee was not called to the attention of the Board at the time of its former recommendation and is not a part of the existing controversy, but may properly be made the subject of further conference when relations of employer and employee have been established in accordance with the foregoing recommendation of the Board.

In regard to a list of grievances submitted by Michael Sullivan, representing the employees at the conference held before the Board on August 3, it is the opinion of the Board that a personal conference with Mr. Duffy, representing the employers, will accomplish a good understanding between the parties. As to such grievances as may not be adjusted by such conference, the Board recommends that the matter be referred to arbitration, either by a local board or the State Board, as defined by statute, section 11, chapter 514.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

The difficulty was definitely ended on the thirty-sixth day, August 5, when Eugene H. Vien reinstated the two bartenders formerly employed at the Hotel Waverley and hired another, whose name was on a list which the union submitted with permission to take his choice.

Business gradually resumed its normal aspects. Such minor disputes as arise from time to time in every business have not since then led the parties to rupture their relations. Having acquired the habit of negotiating settlements, they seem disposed to continue by mutual endeavor in the way of industrial peace, and the Board sees much to warrant a hope that in case a controversy offers insuperable obstacles to private treatment the matter will be submitted to some tribunal for final adjudication. Thus far they have maintained peaceful relations without recourse to arbitration.

FREIGHT-HANDLERS — BOSTON.

A threatened strike of freight-handlers in Boston freight houses caused an investigation by the Board on July 1. It appeared that the talk of striking had been so vehement on the part of some as to give rise to the apprehension that it might be suddenly declared, and the most conservative men of the union, destined to be the leaders in case of severing relations, deplored that the prospect did not afford much hope. The advantage of the peaceful system established by law was explained to them. They expressed thanks for a better insight than they had before, and promised that no offensive act would be resorted to without first notifying this Board. The excitement died and nothing more was heard of the case.

MOUNT TOM SULPHITE PULP COMPANY — NORTHAMPTON.

Mr. James J. Cunningham of Boston, agent for firemen and helpers in the employ of the Mount Tom Sulphite Pulp Company at Northampton, on July 3 submitted to the Board an application for arbitration of wages. The firemen desired their rate increased from $2.25 to $2.50 a day; the helpers, from $1.80 to $2. The employer did not apply. The Board mediated between the parties on July 6, and the next day they met in the presence of the Board and conferred on a settlement. The men were represented by Timothy Murphy, the employer by William Freiday, vice president. A readjustment of the services to be rendered, with prices therefor, was made by agreement. The controversy being at an end, the application was placed on file.

W. L. DOUGLAS SHOE COMPANY — BROCKTON.

On July 14 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between W. L. Douglas Shoe Company, shoe manufacturers of Brockton, and employees in the sole-leather department. (40)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that $1.50 per day of 9 hours be paid by the W. L. Douglas Shoe Company at Brockton for grading soles by machine, as the work is there performed.

By the Board,

Bernard F. Supple, *Secretary.*

LUKE W. REYNOLDS COMPANY — BROCKTON.

On July 14 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Luke W. Reynolds Company, shoe manufacturer of Brockton, and employees in its skiving department. (56)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the price paid by Luke W. Reynolds Company at Brockton for upper leather skiving, as the work is there performed.

By the Board,

Bernard F. Supple, *Secretary.*

T. D. BARRY COMPANY — BROCKTON.

On July 14 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between T. D. Barry Company, shoe manufacturer of Brockton, and employees in its skiving department. (59)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by T. D. Barry Company at Brockton for work as there performed: —

Upper leather skiving: —	For Day of 9 Hours.
Vamps,	$2 75
Tops,	2 75
Tips,	2 75
Foxings,	2 50
Outside trimmings,	2 50
Inside trimmings,	No change.
Outside backstays,	2 50
Leather linings,	No change.
Tongues,	No change.
Toe butts,	No change.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

CHURCHILL & ALDEN COMPANY — BROCKTON.

On July 14 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Churchill & Alden Company, shoe manufacturer of Brockton, and employees in the skiving departments of the Main Street and Farnum factories. (60, 61)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the

work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Churchill & Alden Company in the Main Street and Farnum factories at Brockton for work as there performed: —

Upper leather skiving: —	For Day of 9 Hours.
Vamps,	$2 75
Tops,	2 75
Tips,	2 75
Foxings,	2 50
Outside trimmings,	2 50
Inside trimmings,	No change.
Outside backstays,	2 50
Leather linings,	No change.
Tongues,	No change.
Toe butts,	No change.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

CHARLES A. EATON COMPANY — BROCKTON.

The following decision was rendered on July 14: —

In the matter of the joint application for arbitration of a controversy between Charles A. Eaton Company, shoe manufacturer of Brockton, and employees in its skiving department. (62)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Charles A. Eaton Company at Brockton for work as there performed: —

Upper leather skiving: —	For Day of 9 Hours.
Vamps,	$2 75
Tops,	2 75
Tips,	2 75

Upper leather skiving — *Continued.*	For Day of 9 Hours.
Foxings,	$2 50
Outside trimmings,	2 50
Inside trimmings,	No change.
Outside backstays,	2 50
Leather linings,	No change.
Tongues,	No change.
Toe butts,	No change.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

HOWARD & FOSTER COMPANY — BROCKTON.

On July 14 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Howard & Foster Company, shoe manufacturers of Brockton, and employees in their skiving department. (63)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Howard & Foster Company at Brockton for work as there performed: —

Upper leather skiving: —	For Day of 9 Hours.
Vamps,	$2 75
Tops,	2 75
Tips,	2 75
Foxings,	2 50
Outside trimmings,	2 50
Inside trimmings,	No change.
Outside backstays,	2 50
Leather linings,	No change.
Tongues,	No change.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

GEORGE E. KEITH COMPANY — BROCKTON.

On July 14 the following decision was rendered: —

In the matter of the joint applications for arbitration of controversies between George E. Keith Company, shoe manufacturers of Brockton, and employees in the skiving departments of Factories Nos. 1, 2, 3 and 7. (64–67)

Having considered said applications and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversies, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by George E. Keith Company at Brockton to employees in the skiving departments for work as there performed: —

	For Day of 9 Hours.			
	Factory No. 1.	Factory No. 2.	Factory No. 3.	Factory No. 7.
Upper leather skiving: —				
Vamps,	$2 75	$2 75	$2 75	–
Tops,	2 75	2 75	2 75	–
Tips,	2 75	2 75	2 75	–
Foxings,	2 50	2 50	2 50	–
Outside trimmings,	2 50	2 50	2 50	–
Inside trimmings,	No change.	–	No change.	No change.
Outside backstays,	$2 50	2 50	$2 50	–
Leather linings,	No change.	No change.	No change.	No change.
Tongues,	No change.	No change.	No change.	No change.
Toe butts,	No change.	–	No change.	–
Invisible eyelet stays,	No change.	–	–	–

By the Board,
Bernard F. Supple, *Secretary.*

PRESTON B. KEITH SHOE COMPANY — BROCKTON.

On July 14 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Preston B. Keith Shoe Company, shoe manufacturers of Brockton, and employees in the skiving department. (68)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Preston B. Keith Shoe Company at Brockton for work as there performed: —

Upper leather skiving: —	For Day of 9 Hours.
Vamps,	$2 75
Tops,	2 75
Tips,	2 75
Foxings,	2 50
Outside trimmings,	2 50
Inside trimmings,	No change.
Outside backstays,	2 50
Leather linings,	No change.
Tongues,	No change.
Toe butts,	No change.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

C. S. MARSHALL COMPANY — BROCKTON.

On July 14 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between C. S. Marshall Company, shoe manufacturers of Brockton, and employees in their skiving department. (69)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the

subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by C. S. Marshall Company at Brockton for work as there performed: —

Upper leather skiving: —	For Day of 9 Hours.
Vamps,	$2 75
Tops,	2 75
Tips,	2 75
Foxings,	2 50
Outside trimmings,	2 50
Inside trimmings,	No change.
Outside backstays,	2 50
Leather linings,	No change.
Tongues,	No change.
Toe butts,	No change.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

J. M. O'DONNELL & CO. — BROCKTON.

On July 14 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between J. M. O'Donnell & Co., shoe manufacturers of Brockton, and employees in their skiving department. (70)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by J. M. O'Donnell & Co. at Brockton for work as there performed: —

Upper leather skiving: —	For Day of 9 Hours.
Vamps,	$2 75
Tops,	2 75
Tips,	2 75
Foxings,	2 50
Outside trimmings,	2 50

Upper leather skiving — *Continued.*	For Day of 9 Hours.
Inside trimmings,	No change.
Outside backstays,	$2 50
Leather linings,	No change.
Tongues,	No change.
Toe butts,	No change.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

M. A. PACKARD COMPANY — BROCKTON.

On July 14 the following decisions were rendered: —

In the matter of the joint application for arbitration of a controversy between M. A. Packard Company, shoe manufacturers of Brockton, and employees in the finishing department of Factory No. 2. (57)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 15 cents per 24 pair be paid by M. A. Packard Company at Brockton for scouring bottoms with pin-wheel and Naumkeag attachment in Factory No. 2, as the work is there performed.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

In the matter of the joint applications for arbitration of controversies between M. A. Packard Company, shoe manufacturers of Brockton, and employees in the skiving departments of Factories Nos. 1, 2 and 3. (71, 72)

Having considered said applications and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversies, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by M. A. Packard Company in Factories Nos. 1, 2 and 3 at Brockton for work as there performed: —

Upper leather skiving: —	For Day of 9 Hours.
Vamps,	$2 75
Tops,	2 75
Tips,	2 75
Foxings,	2 50
Outside trimmings,	2 50
Inside trimmings,	No change.
Outside backstays,	2 50
Leather linings,	No change.
Tongues,	No change.
Toe butts,	No change.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

E. E. TAYLOR COMPANY — BROCKTON.

On July 14 the following decisions were rendered: —

In the matter of the joint application for arbitration of a controversy between E. E. Taylor Company, shoe manufacturer in Brockton, and employees in its packing department. (38)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, the Board awards that there shall be no change in the price paid by E. E. Taylor Company at Brockton for nailing boxes, as the work is there performed.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

In the matter of the joint application for arbitration of a controversy between E. E. Taylor Company, shoe manufacturer of Brockton, and employees in its skiving department. (73)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by E. E. Taylor Company at Brockton for work as there performed: —

Upper leather skiving: —	For Day of 9 Hours.
Vamps,	$2 75
Tops,	2 75
Tips,	2 75
Foxings,	2 50
Outside trimmings,	2 50
Inside trimmings,	No change.
Outside backstays,	2 50
Leather linings,	No change.
Tongues,	No change.
Felt innersoles,	No change.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

WHITMAN & KEITH COMPANY — BROCKTON.

On July 14 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Whitman & Keith Company, shoe manufacturer of Brockton, and employees in its skiving department. (74)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Whitman & Keith Company at Brockton for work as there performed: —

Upper leather skiving: —	For Day of 9 Hours.
Vamps,	$2 75
Tops,	2 75
Tips,	2 75
Foxings,	2 50
Outside trimmings,	2 50
Inside trimmings,	No change.
Outside backstays,	2 50
Leather linings,	No change.
Tongues,	No change.
Toe butts,	No change.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

GEORGE H. SNOW COMPANY — BROCKTON.

On July 14 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between George S. Snow Company, shoe manufacturer of Brockton, and employees in its skiving department. (85)

Having considered said application, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, a hearing being waived, the Board awards that the following prices be paid by George H. Snow Company at Brockton for work as there performed: —

Upper leather skiving: —	For Day of 9 Hours.
Vamps,	$2 75
Tops,	2 75
Tips,	2 75
Foxings,	2 50
Outside trimmings,	2 50
Inside trimmings,	No change.
Outside backstays,	2 50
Leather linings,	No change.
Tongues,	No change.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

D. W. PINGREE LUMBER COMPANY, G. W. DINSMOOR COMPANY — LAWRENCE.

Wooden box makers of Lawrence, 70 in number, went out on strike on July 15 to force the G. W. Dinsmoor Company and the D. W. Pingree Lumber Company to accept union prices. The box-makers' union is included in the Brotherhood of Carpenters. The Board mediated between the parties at Lawrence. There was danger of the strike's spreading so as to involve the inside and outside carpenters, numbering

700, and other building crafts by reason of their common membership in the Lawrence Central Labor Union.

Conferences of parties in the presence of the Board were held on August 5, 10 and 12. On August 12 an agreement was reached and signed in the presence of the Board, whereby the strike and threatened difficulties came to an end. It was agreed that certain special provisions for carrying into effect the terms of settlement should not be published.

Within two weeks, as agreed, all were back in their places. No recurrence of the difficulty or any new one has ensued nor is such anticipated, for the existing agreement renounces strikes and lockouts for three years, and the parties are too well pleased with their experience in negotiation to return to former methods.

BUILDING LABORERS — FITCHBURG.

Notice of threatened strike of building laborers was received on July 20. The council of allied building trades had endeavored to dissuade the laborers from carrying out their intention; then Walter Wright was authorized to represent all labor interested in bringing the controversy to a friendly termination. The Board went on the same day to Fitchburg and again on the 21st. Leading employers and workmen expressed a desire to have the matter concentrated on one shop and disposed of there, and assured the Board that whatever the result it would be followed by all the others. Both named the firm of Wiley & Foss.

The following agreement was made by the parties in interest: —

Fitchburg, July 21, 1914.

Agreement.

The journeymen hod-carriers of Fitchburg and its vicinity represented by a duly authorized committee of allied building crafts, members of the Fitchburg Central Labor Union, and Wiley & Foss, mason builders and general contractors, conferred this day in the presence of the Board and agreed that on and after July 23, 1914, the wages to be paid for the work of tenders per day of 8 hours, as performed in Fitchburg and its vicinity, shall be as follows: —

Mortar men,	$2 50
Jobbing tenders,	2 50
Brick carriers,	2 25
Apprentice tenders,	2 00

and that there shall be no reduction of the wages of any who are now employed.

By the Board,
Bernard F. Supple, *Secretary.*

Ten non-English speaking men of the union, exhibiting also I. W. W. cards, vexed with the agreement, held a meeting on Sunday, July 26, fined and discharged the officers, elected others and declared a strike. This bold conduct intimidated all others, and, though none of these knew the reason, not any of the 72 members went to work on Monday the 27th; and men of the skilled building crafts, puzzled by the extraordinary turn of affairs, were doubtful whether loyalty to principle would permit their working on a building where a union strike was effective; 200 of these were rendered idle in consequence. Before the central bodies could meet for official action, Walter Wright, a bricklayer and secretary of the allied trades, solved the problem by going to work. His example broke the strike. The Board went to Fitchburg on

the 28th and found all the building trades contented and pursuing their vocations.

The agreement was adopted by all the builders and their employees and enforced by the allied unions.

E. S. PIERCE COMPANY — WORCESTER.

The following decision was rendered on July 21: —

In the matter of the joint application for arbitration of a controversy between E. S. Pierce Company, wholesale liquor dealer of Worcester, and wine clerks. (75)

The question submitted in the application is: "What, if anything, ought to be done or submitted to, to settle the controversy and fulfill the contract?"

Having considered said application, heard the parties by their duly authorized representatives and investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, the Board awards that wages at the rate of $16 per week, from November 1, 1913, to February 14, 1914, be paid to Louis Jolivet and John Lovell by the E. S. Pierce Company at Worcester.

By the Board,

Bernard F. Supple, *Secretary.*

M. J. FINNEGAN & CO. — WORCESTER.

The following decision was rendered on July 21: —

In the matter of the joint application for arbitration of a controversy between M. J. Finnegan & Co., wholesale liquor dealers of Worcester, and employees. (78)

The question submitted in the application is "whether Hugh McLaughlin shall be returned to his place as rectifier at the wages called for in the contract?"

Having considered said application, heard the parties by their duly authorized representatives and investigated the character of the

work and the conditions under which it is performed, which is the subject-matter of the controversy, the Board awards that M. J. Finnegan & Co. of Worcester were within their rights in declining to permit Hugh McLaughlin to return to his former position in the rectifying department.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

WHITE STAR WASHING COMPANY, WHITE STAR LAUNDRY COMPANY — BROCKTON.

In the last week of July Edward F. Brown, a washerman engaged in the White Star Washing Company's plant at Brockton, requested and was granted a week's vacation, to be taken in the second week in September with the condition expressed that he must find an able substitute. The employer discovered subsequently that the second week of September contained a holiday, which increased the demand for laundry service and shortened the time in which to execute orders, and feeling, so he said, that a laundry without a washerman was like a locomotive without an engineer, he importuned Brown from time to time to find the man who was to act in his stead. He did this with more insistence as the time approached. The employer made several efforts to obtain such a man.

On Saturday, September 5, Brown, having worked the usual number of hours, left at closing time without saying that he would not return. Monday was a holiday and he was absent Tuesday. On Wednesday, September 9, impelled by necessity, the White Star Washing Company hired a washerman, who went to work on the 10th and remained for the rest of the week.

On Tuesday, September 15, however, 12 hands in the White Star Washing establishment and 78 hands in the White Star Laundry establishment were idle on account of the strike of laundry workers, who stated that they went out to support the claim of their representative, and that they would demand pay for every hour lost by striking. The act of the union was condemned by the trades-unions of Brockton.

The employer published the following on September 15: —

Brockton, Mass.

We hereby submit to the Laundry Workers' Union the following propositions: —

We claim that in striking both laundries you have violated the arbitration clause of your contract. We are willing, however, to arbitrate the whole matter as we told Mr. Morrison on Monday afternoon.

In making two separate contracts with the White Star Laundry Company and the White Star Washing Company, you have recognized that these are two distinct firms. You have no grievance at the White Star Laundry Company, and we claim that in striking the latter plant you have violated that agreement.

We will remove the hired man at the White Star Washing Company to replace Mr. Brown, allowing arbitration to settle the question of Mr. Brown's reinstatement, or, if you prefer, we will run until Mr. McCrillis returns, getting along without a washerman, as you told us we could while Mr. Brown was away.

The Board's mediation during the next fortnight was unproductive of a reconciliation, and the employees rejected a proposition to submit the matter to arbitration; yet there was an existing agreement in which the employer promised to respect union conditions and not to lockout employees, and the employees promised to further the company's interests and not to go on strike; and both agreed to submit possible disputes to a local board of arbitration, to be appointed in

the customary way, and to give thirty days' notice one to the other of any desire to change the terms of the agreement.

Several visits were made to Brockton by the State Board. An application was received on September 21 signed by the White Star Washing Company, and on the 24th, the law having been explained to the representative of the laundry workers, their assent to arbitration was refused. The Board could not determine the controversy since both parties did not request it, but went to Brockton and heard all who were concerned, and made the following recommendations on September 28: —

In the controversy between the White Star Laundry Company and the White Star Washing Company and their employees.

The Board, having heard the parties in person and by their duly authorized representatives, recommends that the parties forthwith proceed to a determination of the existing controversy by the submission thereof to a board of three arbitrators to be chosen as provided in the contracts existing between the Laundry Workers' International Union and White Star Laundry Company and the White Star Washing Company, the employees to return to work upon the determination of the following questions: —

Shall Edward F. Brown be employed as before September 5, 1914?

If the board so chosen decide that Brown should be so employed, shall said Brown receive back pay for any of the time he was without employment; if so, what amount shall be awarded?

This Board further recommends that the decision of the arbitrators so appointed shall be rendered on or before Saturday, October 3, 1914, at 12 M.

Willard Howland,
Charles G. Wood,
Frank M. Bump,
State Board of Conciliation and Arbitration.

The recommendation was accepted by both parties.

The parties, however, failed to agree upon the personnel of the three arbitrators to compose the special board referred to in the above; the difficulty of finding a third man satisfactory to both led to a prolonged and somewhat bitter wrangle. The workpeople then turned their attention to this Board. On October 5 the employees joined in the White Star Washing Company's application. The controversy with the White Star Laundry Company was this day also referred to the Board under the joint signature of T. F. O'Leary for the employer and James F. Brock for the laundry workers, the question for the Board to decide being, "Whether or not Mr. Brown should be reinstated and be paid for every working day since Saturday, September 12."

On October 15 the following decision was rendered: —

In the matter of joint applications for arbitration of controversy between the White Star Washing Company and employees and the White Star Laundry Company and employees, at Brockton. (115, 121)

The following is the question submitted by the parties relative to the status of one Edward F. Brown as employee: "Is the employer obliged to reinstate this man in order to live up to the contract, a copy of which is hereto affixed?"

Having considered said applications, heard the parties in person and by their duly authorized representatives, investigated the character of the work, considered the conditions under which the work is performed and heard the testimony of witnesses introduced by the parties, the decision of the Board is that the employer is not obliged to reinstate as an employee Edward F. Brown in order to live up to the contract existing between the parties.

By the Board,

Bernard F. Supple, *Secretary.*

No difficulty has since occurred.

W. & V. O. KIMBALL — HAVERHILL.

The following decision was rendered on July 28: —

In the matter of the joint application for arbitration of a controversy between W. & V. O. Kimball, shoe manufacturers of Haverhill, and assemblers. (35)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the price paid by W. & V. O. Kimball at Haverhill for assembling, as the work is there performed.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

HUCKINS & TEMPLE COMPANY — MILFORD.

On July 28 the following decisions were rendered: —

In the matter of the joint application for arbitration of a controversy between Huckins & Temple Company, shoe manufacturer of Milford, and lasters. (52)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Huckins & Temple Company at Milford, for work as there performed: —

	Per 12 Pair.
Pulling-over by machine: —	
Low-toed: —	
Regular leather,	$0 11
Patent leather,	12
Russet leather,	12
High-toed: —	
Regular leather,	12
Patent leather,	13
Russet leather,	13
Samples, price and one-half.	

By agreement of the parties this decision shall take effect as of date of April 11, 1914.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

In the matter of the joint application for arbitration of a controversy between Huckins & Temple Company, shoe manufacturer of Milford, and vampers. (53)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Huckins & Temple Company at Milford for work as there performed on women's shoes: —

Vamping: —	Per 12 Pair.
Bal.,	$0 20
Circular Oxford,	15
Blucher Oxford,	18

By agreement of the parties this decision shall take effect as of date of February 1, 1914.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

In the matter of the joint application for arbitration of a controversy between Huckins & Temple Company, shoe manufacturer of Milford, and trimmers. (54)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 2 cents per 12 pair be paid by Huckins & Temple Company at Milford for trimming uppers by machine (all grades), as the work is there performed.

By agreement of the parties this decision shall take effect as of date of April 11, 1914.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

A. J. BATES COMPANY — WEBSTER.

On July 30 the following decisions were rendered: —

In the matter of the joint application for arbitration of a controversy between A. J. Bates Company, shoe manufacturer of Webster, and stitchers. (82)

Having considered said application, heard the parties by their duly authorized representatives and investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, the Board awards that the following prices be paid by A. J. Bates Company at Webster, for work as there performed: —

	Per 12 Pair.
Stitching backstays: —	
No. 18 backstay: —	
Stitched across the top,	$0 05½
Run straight off,	05
Including holding pull strap,	06½
No. 17 backstay,	04½
No. 17 backstay, including holding pull strap,	05½
No. 2 backstay,	04½
Staying front seam, button shoes,	05½
Fastening buttons,	03
Fastening buttons, Oxford and 5-button pattern,	02½
Gluing and trimming button shoes,	05

By the Board,
BERNARD F. SUPPLE, *Secretary.*

In the matter of the joint application for arbitration of a controversy between A. J. Bates Company, shoe manufacturer of Webster, and Goodyear stitchers. (83)

Having considered said application, heard the parties by their duly authorized representatives and investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, the Board awards that the following prices be paid by A. J. Bates Company at Webster, for work as there performed: —

	Per 12 Pair.
Goodyear stitching (Model M machine): —	
Pink-and blue-tagged shoes, white sole, ribbon stitch, .	$0 20
Pink-and blue-tagged shoes: —	No change.
White stitch, . . .	
Stitched around heel, . .	
Fudge stitch, . . .	
Red-and white-tagged shoes: —	
White stitch, . . .	
Stitched around heel, . .	
Fudge stitch, . . .	

By the Board,
BERNARD F. SUPPLE, *Secretary.*

W. L. DOUGLAS SHOE COMPANY — BROCKTON.

On July 31 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between W. L. Douglas Shoe Company of Brockton and treers. (96)

The following question was submitted by the parties: "Was acid sometimes required of the pieceworkers engaged in the treeing of russet shoes at the time of the visit of the expert assistants investigating controversy of 1913, case No. 112?"

Investigations made by the Board heretofore have determined that acid was used in the operation of treeing russet shoes. In the case submitted in 1913, in which a decision was rendered on January 1, 1914, expert assistants were employed by the Board and no change in system was reported by them; the Board therefore concludes that the method theretofore employed has been since continued and was in use at the time of the decision of January 1, 1914.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

B. F. STURTEVANT COMPANY — BOSTON.

A man of the heater-jacket department of the B. F. Sturtevant Company, at Hyde Park, having been discharged, his fellow workmen believed that his dismissal was a punishment

for activity in union affairs and sent a committee of two on August 4 to expostulate with the superintendent. Their visit was inopportune. On his refusal to take any action suggested by them, they left their work to go out on strike, were called into the office and dismissed, either definitely or for a time, and later, on learning that their attitude was that of strikers, the company resolved to do without their services. The men called the Board's attention to the controversy on August 6. The Board intervened with suggestions of peaceful methods, and mediated from time to time for three months; but business was dull, — there was no work for the strikers.

On motion of the company, an investigation was made at the works, and the following decision was rendered: —

Boston, November 19, 1914.

In the matter of the application of B. F. Sturtevant Company, manufacturer of blowers and other machinery at Hyde Park in Boston. (133)

This application, brought to the Board under Acts of 1914, chapter 347, states that during the month of August, 1914, there was a disturbance of factory discipline involving persons not now employed there, and requests the Board to determine whether the business of said company is being carried on by the petitioner in a normal and usual manner and to the normal and usual extent.

Having considered said application and investigated the character of the business and the conditions under which it is carried on, which is the subject-matter thereof, the Board determines that the business of said B. F. Sturtevant Company of manufacturing blowers and other machinery at Hyde Park in Boston is being carried on in the normal and usual manner and to the normal and usual extent.

By the Board,
Bernard F. Supple, *Secretary.*

Such being the case, the heater-jacket men did not urge the Board to do anything further in the matter.

L. Q. WHITE SHOE COMPANY — BRIDGEWATER.

On August 4 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between L. Q. White Shoe Company of Bridgewater and sole-leather workers. (77)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the prices paid by L. Q. White Shoe Company at Bridgewater for insole-cutting and outsole-cutting, as the work is there performed.

By the Board,

Bernard F. Supple, *Secretary.*

LEWIS A. CROSSETT, INC. — ABINGTON.

On August 4 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Lewis A. Crossett, Inc., shoe manufacturer of Abington, and stitch-separators in Factory No. 1. (81)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 4½ cents per 12 pair be paid by Lewis A. Crossett, Inc., in Factory No. 1 at Abington for stitch-separating, as the work is there performed.

By the Board,

Bernard F. Supple, *Secretary.*

CHURCHILL & ALDEN COMPANY — BROCKTON.

On August 4 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Churchill & Alden Company, shoe manufacturer of Brockton, and firemen. (86)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that Churchill & Alden Company at Brockton shall pay $18 a week for the work of day fireman as performed in their factory and $19.25 a week for work as performed by their night fireman.

By the Board,

Bernard F. Supple, *Secretary.*

GEORGE E. KEITH COMPANY — BROCKTON.

On October 30, 1913, a joint request for mediation was received from George E. Keith Company of Brockton and employees, then represented by the late Thomas C. Farrell. Both desired peace and would seek it by arbitration, but had not been able to come into agreement on the question of what to submit. Accordingly, they notified the Board of their desire in the expectation that the Board would suggest a mode of adjustment. The difficulty related to the grading of boots and shoes without producing a confusion in prices for edgemaking or giving occasion to an apprehension that the manufacturer intended to profit at the expense of workpeople in one department or another. Boots and shoes made from superior grades of leather had been sufficiently designated by quoting the prices at which they were destined to

be sold to dealers; these were distinguished by a blue tag while in process. A rise in the cost of leather had a tendency to bring the lower grades of footwear within the range of prices that were used to designate the higher grades and to induce an automatic increase in the labor cost without securing a better performance. It was contended that a lower grade of work was not entitled to the higher grade tag and higher prices because of any increase in the cost of leather. It was also contended that a shoe marked to sell at a higher price had been promoted to a higher grade.

The tag controversy, as it was popularly termed, extended to all departments; nearly all the local unions were interested. Under the provisions of the trade agreement, the general officers of the Boot and Shoe Workers' Union were invoked. Propositions were exchanged by the parties. Conferences were held from time to time on the suggestion of this Board. The points of controversy were not such as could be disposed of in a summary fashion; but the discussion, which passed into 1914, was characterized by good will on both sides at all times. No joint issue had been framed on which any tribunal could pass judgment, and negotiation had not revealed a way to end the dispute until the employer, in a letter to the Board on February 17, gave expression to the following encouragement: —

> After a number of conferences with the members of the Brockton Shoe Manufacturers' Association and also with Mr. Tobin, president of the Boot and Shoe Workers' Union, we have decided to ask your Board to open up the cases now pending decision in our No. 1 factory, and would ask for a hearing at as early a date as possible, to consider a plan for the classification of grades, as we believe we can agree upon one at this time.

The employees were equally hopeful: —

February 17, 1914.

State Board of Conciliation and Arbitration, Boston, Mass.

Gentlemen: — In the matter of the tag question at the factory of George E. Keith Company, Brockton, Mass., which is involved in certain matters pending before your Board, — action upon which was postponed during an effort to adjust the matter through the Brockton Shoe Manufacturers' Association, — I beg to advise you that we have failed in this attempt, and in a conference with Mr. Myron Keith, representing the company, this morning, it was agreed to request your Board to reopen the cases which were pending for the purpose of having them take their regular course.

We agreed to suggest to your Board the advisability of calling the representatives of the company and of our union into conference at your office at an early date in the hope and expectation that a solution may be found. It is desired that this conference be held at an early date as Mr. Myron Keith is going south for some time, a week from next Saturday.

I have consulted with our business agents in Brockton, and they are agreeable to this plan and are prepared to join in a conference at an early date, and the company is likewise prepared.

Awaiting your conclusions in this matter of a conference, I remain,

Respectfully yours,

John F. Tobin,
General President.

The Board presided at the next conference, which was held on February 24, the outcome of which was a series of propositions and definitions proposed for agreement "as the basis for designating tags of different colors in the No. 1 factory of the George E. Keith Company at Brockton, Mass." The general president of the union, John F. Tobin, sent copies thereof to all the parties in interest on the next day following.

The points of controversy were at last defined with precision, but much deliberation followed before a formal agree-

ment determined the dispute. On August 5 the following agreement was concluded between the George E. Keith Company and employees for the designation and use of tags in Factory No. 1, to remain in force until either of the parties gives sixty days' notice to the other of a desire to alter, amend or terminate the agreement: —

Section 1. The company will use the three tags now used in the No. 1 factory as follows: pink tags, high grade, on all regular shoes sold on regular terms to dealers above $4.25; blue tags, superior grade, regular shoes sold to dealers from $3.35 to $4.25; white tags, standard grade, on regular shoes sold to dealers below $3.35. Blue tags or superior grade, which is the key to this plan, to be used on all regular shoes sold to dealers on regular terms from $3.35 to $4.25; it being understood that this selling price is based on the estimated market value of tannery-run Union backs, calfskins, black or tan, at the date of this agreement. Allowances to be made for the extra cost for over-weight soles, double soles, leather linings, high-cut shoes or other extraordinary costs, such as high-priced buttons, special tops, etc. A regular shoe means an ordinary single-sole standard bal., button, blucher or Oxford pattern.

Section 2. It is understood that this scale refers to a regular base shoe and that with allowances like double sole, etc., as above, shoes may be built so that the extra cost of said allowance items shall not count against said shoes if the added extra allowance cost should carry them into the next higher classification.

Section 3. In case the leather market should be such as to make imperative a change in the selling price described in section 1, it shall be binding upon the company and the local unions to consider such change, and if unable to agree the Massachusetts State Board of Conciliation and Arbitration shall decide the controversy.

Section 4. In case any serious questions should arise as to the use of the right tags, as agreed to by this proposition, the Joint Shoe Council of Brockton, Mass., acting upon the complaint of any local union attached thereto, shall notify the George E. Keith Company in writing of the details of the specific case in question, and if necessary a committee of two shall be appointed, one by the Joint Shoe Council of Brockton and one by the Boot and Shoe Workers'

Union general officials, to examine the order book of the above-named company and report their findings to both parties to this agreement, and if any adjustment that is found necessary cannot be mutually arrived at within a reasonable time, the said case shall be referred to the State Board of Arbitration for decision, as per our arbitration-contract agreement.

Section 5. That there may be no misunderstanding of this plan, it is understood that now, with a definite classification of grades based on the selling price to dealers, the George E. Keith Company retains the right to stamp and label shoes (prices, brands, etc.) as requested by its customers and as the company determines for the best interests of its products.

Agents for the employer and the shoe workers signed the agreement; the unions in interest were those of the stitchers, vampers, lasters, heelers, edgemakers, sole-fasteners and rounders, finishers, treers and the workers belonging to the mixed union.

The importance of the foregoing cannot be exaggerated. Two cases of arbitration (Nos. 102 and 115), filed in 1913, in which action had been suspended, were brought forward, and decisions followed promptly on August 11, 1914: —

In the matter of the joint application for arbitration of a controversy between George E. Keith Company, shoe manufacturer of Brockton, and employees in the heeling department of Factory No. 1. (102)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the prices paid by George E. Keith Company in Factory No. 1 at Brockton for heeling shoes, white-, blue-, or pink-tagged, as the work is there performed; single pairs and samples to be price and one-half.

By the Board,

Bernard F. Supple, *Secretary.*

In the matter of the joint application for arbitration of a controversy between George E. Keith Company, shoe manufacturer of Brockton, and Goodyear stitchers in Factory No. 1. (115)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the price paid by George E. Keith Company in Factory No. 1 at Brockton for Goodyear-stitching white-tagged shoes, as the work is there performed.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

URGEL DORAIS, EDWARD J. SCANNELL. — WORCESTER.

Urgel Dorais, a church builder at Worcester, granted to Edward J. Scannell a subcontract for the bricklaying. Some union carpenters and twenty-four bricklayers left work on or about August 21 because of the presence of non-union carpenters. Non-union bricklayers were hired instead of the striking bricklayers, but non-members refused to work.

On August 28 the Board was notified of the difficulty. It appeared that by a special rule, established in May, the carpenters and bricklayers were pledged to mutual support, and this was the first enforcement of the rule. The carpenters complained to the Board that the matter had been repeatedly called to the employer's attention, and there had been such long delays and no accomplishment as to excite in the workmen a suspicion of the employer's bad faith. The Board offered to mediate: —

STATE BOARD OF CONCILIATION AND ARBITRATION,
COMMONWEALTH OF MASSACHUSETTS,
BOSTON, September 5, 1914.

Builders' Exchange, Worcester, Mass., Mr. E. J. CROSS.

DEAR SIR: — Notice has been given this Board of a controversy destined to be difficult to compose if allowed to take a course involving hostilities. With a view to preventing an interruption of business, the Board desires the parties to meet and come to agreement concerning future relations.

The favor of a prompt reply, notifying the Board of such agreement, would be appreciated, or, in default of an agreement, stating a time that would be convenient for you to meet the representatives of the bricklayers and of the carpenters in the presence of the Board, with a view to negotiating an adjustment, not necessarily by arbitration.

Yours respectfully,
BERNARD F. SUPPLE, *Secretary.*

G. W. Kilmer, president of the Builders' Exchange of Worcester, responding on the 10th for all such employers, explained by letter that previous negotiations had lapsed through no fault of the master builders, and, the controversy having remained so long in abeyance, there was reason for supposing it had been abandoned. He stated in the letter: —

Under these circumstances you can easily understand that your communication was somewhat in the nature of a surprise. However, as we are disposed to obey the law and to use every legitimate means at our command to preserve the peace and order of the community, we beg to assure your Board that we will use our best endeavors and be as expeditious as possible in arriving at some solution of the question, although it will necessarily require a little time because there are two auxiliary organizations, the committees of which must be notified and consulted before any joint action can be taken.

Negotiations were resumed and are even now in progress. The parties being in the way of adjusting the dispute and needing no mediator, the Board withdrew from the discussion.

J. A. TROTTIER & SON — WORCESTER.

J. A. Trottier & Son of Worcester, contractors for plain and ornamental plastering, had been for two years at variance with members of the Bricklayers and Plasterers' International Union, Local No. 6 of Worcester. The firm claimed to be friendly and denied the acts of unfairness alleged by its workmen, such as retaining $40 of a certain bricklayer's wages, the intrusion of a handy man and two learners into journeymen's work. A strike of four plasterers was brought by the employers to the Board's attention on August 21, and the Board straightway communicated with the representatives of the workmen.

It appeared that the firm in 1912 had retained $40 as due it on a debt of $57, then eight years old. The man was a bricklayer who had worked for the firm repeatedly since then and seemed to be friendly. The union had had the matter under consideration in 1912 and dismissed it or took no action, and apparently was using it now to heap up the measure of grievances. From the letters that had passed between the firm and the union early in the month, it would seem that the firm had been misrepresented, was ready to remedy any and all grievances, would conform then as it had always conformed to union rules regarding apprentices and handy men, and

while the firm considered it whimsical and unnecessary to furnish a bond to that effect, it was perfectly willing to do so. But the representatives of the workmen professed their inability to promote a settlement until instructed by the union at its next meeting on August 25, and no communication was received from the union in response to the Board's suggestions and advice; but the parties made some motions in the direction of peace by endeavoring to negotiate a bond.

When they met in September neither party had the bond prepared or would undertake to draw one up. Again, when without notice they went after hours to the office of counsel, he was absent; lastly, at a time appointed, they went to different places by mistake. The belief of each that the other was trifling emphasized the difficulty of bringing them together. The employer's absence on business at distant places was the occasion of several postponements. Proceedings were accelerated on October 23. Owing to a recent agreement between carpenters and other building crafts to support one another's contentions regarding "unfairness to organized labor," Mr. Walter Pratt of Brockton, authorized to act in such matter by the carpenters, was consulted by the Board with a view to his assisting in bringing the parties to this case into final conference. Accordingly, by his advice Mr. William Shields, general organizer for the carpenters' union, met the Board at Worcester at the office of the Builders' Exchange, and a conference of parties in the presence of the Board was had on that day.

The parties met again on the 28th and agreed to terms reduced to writing by the Board. The agreement was placed on

file and attested copies furnished to the parties. According to one of the articles, a bond was to be furnished by J. A. Trottier & Son before November 3. The controversy was at an end; nevertheless both parties requested the Board's presence on November 2, and to that day the conference was adjourned. The parties met according to adjournment, accompanied by their legal advisers. The counsel concurred in recommending an indenture embodying the articles agreed to on October 28 as a substitute for the bond. This was duly executed and witnessed by the secretary of the Board on November 2.

E. T. WRIGHT & CO., INC. — ROCKLAND.

On August 4 an application was received from E. T. Wright & Co., Inc., and treers, Goodyear stitchers and lasters, represented by James F. Kane of Rockland. The submission, being imperfect, was the subject of communications and of a conference on August 26, when the parties met in the State House and conferred on the matters in dispute. It appeared that the lasting controversy was susceptible of a private settlement. On September 22 the conference was resumed, and Mr. Kane reported that the Goodyear-stitching and lasting disputes had been settled by agreement. The application was modified so as to state concisely the facts of the treeing difficulty, and the submission was complete on September 29. A hearing was assigned to October 14. Subsequent to the hearing there was an investigation by experts, and upon their report to the Board it was deemed advisable to renew the conference of parties. Accordingly, on the 10th

and the 15th of December, the parties met in the presence of the Board and one item was withdrawn. The following decision was rendered: —

BOSTON, December 15, 1914.

In the matter of the joint application for arbitration of a controversy between E. T. Wright & Co., Inc., shoe manufacturer of Rockland, and employees in the treeing department. (114)

Having considered said application, heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants, the Board awards that the following prices be paid by E. T. Wright & Co., Inc., at Rockland, for work as there performed: —

	Extra per 12 Pair.
If extra labor is required of the treer in treeing of patent-leather tips beyond that which is required in the treeing of tips of regular leathers,	$0 06
Dressing and polishing tan shoes with any kind of top (complete), each additional time,	09
Ooze tops or colored tops on black-chrome vamps or patent-leather vamps,	06
Black-chrome tops or patent-leather tops on colored vamps,	06
Palming with chalk, each additional time,	03
Cutting off cover-holders (by agreement),	04

Concerning the item "treeing tops of wax-calf shoes with tops of same," the Board does not find in the evidence submitted by the parties that that kind of shoe is made.

By agreement of the parties this decision shall take effect as of date of June 22, 1914.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

J. P. EUSTIS MANUFACTURING COMPANY — CAMBRIDGE.

John E. Fitzgerald, agent for the Metal Polishers, Buffers, Platers, Brass and Silver Workers' Union of North America,

accompanied by others of that body, notified the Board orally on August 24 of a controversy culminating in a lockout by the J. P. Eustis Manufacturing Company at Cambridge, maker of metal furnishing for bathrooms. They complained of a bonus system as burdensome and unjust, of large reductions in wages, and of the discharge of a conference committee because they sought to call attention to grievances. The men in question were members of the Polishers and Buffers' Union, Local No. 95. A written application in which these grievances were set forth by John E. Fitzgerald was received on the following day, with a table of wage rates before and after the onset of the reductions. These allegations were attested by the workmen whose wages were affected, and they stated that the employer would neither submit to the judgment of an impartial tribunal nor come to a collective agreement with them.

The officers of the company, responding to notice, appeared on August 28. They denied that they had discharged the men for any reason but lack of work. As to change in system and reductions, they said that piece-prices had been long established when, in 1912, the workmen were informed by them of large orders calling for increased output and were requested to exert themselves more and thus have larger earnings, but the men would not avail themselves of the opportunity. From April to August, 1914, the company reduced piece-prices 10 per cent. to 40 per cent., and the working time more than one-sixth, according to the new system, but in such a way that they earned as much as, and often more than, before the change was made. The company submitted tables of actual earnings before and after, which showed averages from

$2 to $4 greater during the three months just passed than during the busiest period of 1912 when business was brisk.

When time is reduced one-sixth and piece rates reduced two-fifths, the reduction of opportunity to earn is exactly one-half; these men in such case nevertheless earned, it was claimed, more than before. How that may be, is a problem that is not yet solved. The Board endeavored to communicate with the agent of the union, but he could not be found. While the alleged grievances and the company's response were under consideration, the company, on September 1, hired two men in the places of the conference committee that had been discharged, as had been said, for lack of work. The union workmen then, declaring that the company had thus betrayed its hostility to them as members of a labor organization, left off working and seven of them went out on strike. Why the company should do such a thing pending mediation, why the men, by striking at such a time, should wish to forfeit their advantages under the law, and why the union officers never responded to the Board's further inquiries, are matters on which further light would be required before determining the truth of this extraordinary controversy.

WORCESTER BREWING CORPORATION — WORCESTER.

On August 28 notice of controversy was received from the Worcester Brewing Corporation of Worcester, saying that the Brewery Workers' Union had agreed to join in an application to this Board for its judgment. The Board said in reply that it was advisable to adjust controversies mutually when possible, since if a discussion did not end in a direct settle-

ment, it would serve to eliminate minor or non-essential matters and enable both to join in a concise statement of the issue. The advice was accepted and an agreement was reached in October as the result of negotiations, and the Board was so informed in a letter received from the employer on November 6.

JENNISON COMPANY, G. M. PARKS COMPANY, D. J. WHOLLEY & CO., BROWNELL-MASON COMPANY, BLACKMAN BROTHERS — FITCHBURG.

The journeymen steamfitters and their helpers in Fitchburg in the first days of September sought of a delegate body in which they are represented, the Fitchburg Building Trades Council, and obtained its attention to the expediency of revising the conditions and compensation of their labor. The executive of that body notified this Board, which straightway responded by mediating between them and their employers. The demands for the master steamfitters' consideration were: the 8-hour day; minimum rates of $3.50 for steamfitters and $1.75 for helpers in the first six months and thereafter more according to their ability; double pay for overtime; and transportation, board and lodging for work performed away from home.

Two of the employers offered no objection to the demand, and a third, who was already paying the scale on the 8-hour basis, would continue to do so without coercion, but was unwilling to enter into agreement with the union, or at least to take the lead in so doing. The proprietors of the two larger shops refused to negotiate with the union, and maintained that attitude to the last week of September. Meanwhile, on

September 11, the workmen notified the Board that a strike was seriously threatened at the shops of the Jennison Company and the G. M. Parks Company in case of no agreement to settle or to submit the dispute to arbitration, and they submitted at the same time two petitions for arbitration.

The Board notified all parties in interest that a hearing on the facts of the dispute would be given with the employers' consent preparatory to a decision, or with a view to ascertaining and publishing which party is on the whole more blameworthy or responsible for the existence or the continuance of the dispute which relates to the demands as stated above. The employers' sole response was refusal to join in the submission.

On September 23 the Jennison Company posted a notice that the 8-hour day was thereupon established in the employer's shop. The members of the union did not deem it sufficiently responsive to the demands, and they took up a proposition of strike. While this was under discussion the Board came into their meetings and advised them to consider whether it would not be better to accept the concession of the 8-hour day than to incur the hazard of losing it by joining it to demands that more wisely might be made the subject of future adjustment. The advice was accepted and the question of strike was postponed indefinitely. On September 28 the G. M. Parks Company granted the 8-hour day. The union was of a mind to relinquish the other demands owing to a growing conviction that the business outlook was unfavorable; and shortly the Board was informed that further controversy was abandoned.

THOMPSON BROTHERS — BROCKTON.

On September 16 an application was received from Thompson Brothers of Brockton and employees in the finishing department. They requested expert investigation, but the employer made no nominations. The submission, however, was completed a week later and a hearing was assigned to September 29. Having drawn together for the purpose of consulting about submitting the dispute, the parties were disposed to carry their negotiations further. On the 26th, at the request of Frank Moriarty, the employees' agent, the hearing was postponed indefinitely. On October 8 a notice was received from the parties, stating that a settlement had been reached. The application was thereupon placed on file.

COMMONWEALTH SHOE AND LEATHER COMPANY — WHITMAN.

On September 17 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Commonwealth Shoe and Leather Company and outsole-sorters. (88)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that $3 per day be paid by the Commonwealth Shoe and Leather Company at Whitman for outsole-sorting, as the work is there performed.

By the Board,

Bernard F. Supple, *Secretary.*

COLUMBIA SUIT AND SKIRT MANUFACTURING COMPANY — BOSTON.

The expression "overtime" involves a comparison of a standard workday and the time in which work is performed outside its limits. Many crafts demand extra rates for overtime work, and it is desirable in certain instances to ascertain with precision what is intended by the word. Some trades include in a calendar day three workdays of 8 hours each, indifferent whether early or late. Overtime discussed in such quarters simply means time in excess of 8 hours. Other occupations have or seek to have the workday end when the clock indicates a certain conventional hour, say 6 P.M. Overtime work in such instances has been explained as work performed after 6 o'clock P.M., whether or not the worker has toiled a full workday previously. If a man agrees to work 9 hours at a certain rate and his employer agrees to pay 50 per cent. extra for overtime, has the man an option to work the 9 hours of the agreement or any part thereof at overtime rates? Does the overtime rate begin, say, at 6 P.M., or only at the time when he has completed his 9 hours' labor? It was a demand of that kind, refused by the employer, that led to the controversy of September 18, which was brought to the Board by the Columbia Suit and Skirt Manufacturing Company of Boston.

The application stated the controversy as "the failure of the employer to pay a cutter for overtime work (at the rate of time and one-half for same) when he did not work the required fifty hours (which constitutes our working week) and did not work through no fault of the employer;" and he

submitted the question: "Should we not figure the required number of hours constituting a week before paying for overtime work?"

The employee concerning whom the dispute arose was a member of one of the four Boston branches of the Cloak, Skirt and Waist Makers' Union, united under a joint executive body of eight persons with A. Rosenberg as manager. The union refused to join in submitting the controversy to this Board to hear and terminate, but sent a courteous letter explaining their contention. It appeared that the cutter mentioned in the employer's application had not sought or desired to work overtime, but, so they stated, had been solicited to do so as a favor to the employer.

Both parties were advised to confer and endeavor to agree. They did confer and agree. No dispute has since arisen in that quarter.

BROCKTON CO-OPERATIVE BOOT AND SHOE COMPANY — BROCKTON.

On September 22 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Brockton Co-operative Boot and Shoe Company and lasters. (102)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 1½ cents extra per pair be paid by the Brockton Co-operative Boot and Shoe Company for lasting cork-soled shoes, as the work is performed in its factory at Brockton.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

W. & V. O. KIMBALL — HAVERHILL.

On October 6 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between W. & V. O. Kimball, shoe manufacturers of Haverhill, and McKay sewers. (80)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the prices paid by W. & V. O. Kimball at Haverhill for the following items of McKay-sewing, as the work is there performed: —

Plain toe, or not around toe.
If around toe.
All stitched-aloft.

By the Board,
Bernard F. Supple, *Secretary.*

CHURCHILL & ALDEN COMPANY — BROCKTON.

The following decision was rendered on October 13: —

In the matter of the joint application for arbitration of a controversy between Churchill & Alden Company, shoe manufacturer of Brockton, and employees in the packing department of Factory No. 3. (89)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the price paid by Churchill & Alden Company at Brockton for putting in heel-pods, in Factory No. 3, as the work is there performed.

By the Board,
Bernard F. Supple, *Secretary.*

M. A. PACKARD COMPANY — BROCKTON.

The following decision was rendered on October 13: —

In the matter of the joint application for arbitration of a controversy between M. A. Packard Company, shoe manufacturer of Brockton, and employees in the packing department in Factory No. 3. (90)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the price paid by M. A. Packard Company at Brockton in Factory No. 3 for putting in heel-pods, as the work is there performed.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

CONDON BROTHERS & CO. — BROCKTON.

The following decisions were rendered on October 13: —

In the matter of the joint application for arbitration of a controversy between Condon Brothers & Co., shoe manufacturers of Brockton, and employees in the packing department. (91)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the price paid by Condon Brothers & Co. at Brockton for putting in heel-pods, as the work is there performed.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

In the matter of the joint applications for arbitration of a controversy between Condon Brothers & Co., shoe manufacturers of Brockton, and employees in the finishing department. (93, 94)

Having considered said applications and heard the parties by their duly authorized representatives, investigated the character of the

work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Condon Brothers & Co. at Brockton, for work as there performed: —

Scouring bottoms, with pinwheel and Naumkeag attachment, per 24 pair,	$0 14
Blacking bottoms, breasts and top-pieces; shanks, breasts and top-pieces; and striping; per day,	1 75
Gumming, polishing, rolling, faking and brushing bottoms, shanks and top-pieces, and cleaning slugs, per day,	2 75

By the Board,
BERNARD F. SUPPLE, *Secretary.*

J. M. O'DONNELL & CO. — BROCKTON.

The following decisions were rendered on October 13: —

In the matter of the joint application for arbitration of a controversy between J. M. O'Donnell & Co., shoe manufacturers of Brockton, and employees in the packing department. (92)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the price paid by J. M. O'Donnell & Co. at Brockton for putting in heel-pods, as the work is there performed.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

In the matter of the joint application for arbitration of a controversy between J. M. O'Donnell & Co., shoe manufacturers of Brockton, and employees in the finishing department. (95)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert

assistants nominated by the parties, the Board awards that 11 cents per 24 pair be paid by J. M. O'Donnell & Co. at Brockton for waxing, padding, brushing and keying heels, as the work is there performed.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

LEWIS A. CROSSETT, INC. — ABINGTON.

The following decision was rendered on October 13: —

In the matter of the joint application for arbitration of a controversy between Lewis A. Crossett, Inc., shoe manufacturer of Abington, and employees in the edgemaking department of Factory No. 1. (97)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the price paid by Lewis A. Crossett, Inc., at Abington, for edgesetting samples and single pairs in Factory No. 1, as the work is there performed.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

T. D. BARRY COMPANY — BROCKTON.

The following decision was rendered on October 13: —

In the matter of the joint application for arbitration of a controversy between T. D. Barry Company, shoe manufacturer of Brockton, and employees in the treeing department of Factory No. 1. (103)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the price paid by T. D. Barry Company in Factory

No. 1 at Brockton for treeing Russia calf (washed, stains taken out and polished, one coat), as the work is there performed.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

STACY-ADAMS COMPANY — BROCKTON.

On October 13 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Stacy-Adams Company, shoe manufacturer of Brockton, and skivers. (105)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the price paid by Stacy-Adams Company in Brockton for skiving vamps, tops, tips, foxings, outside trimmings, inside trimmings, leather linings, tongues and outside backstays, as the work is there performed.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

SAMUEL SEDER & BROTHER — WORCESTER.

Owing, it was said, to dull business, the firm of Samuel Seder & Brother of Worcester on October 14 discharged about 80 employees, who straightway pronounced it a lockout, organized the Ladies' Garment Workers' Union, declared a strike on October 26 and established pickets. Nine former employees remained in and one new worker was hired. The employers, willing to escape the annoyance, offered to reinstate two at once and the others when business revived, but

the union insisted on the return of all. The Board advised both parties and consulted with the mayor of Worcester.

The mayor investigated and reported on December 10 that the business in question was poorer than it was the year before, and that the employers' stock was greatly in excess of the requirements of business. He and a committee of the Civic Federation mediated between the parties. The employers and the strikers advised the Board that they would, if occasion arose, accept its services to accelerate negotiations. Meanwhile the employers announced that they would not complicate the difficulty by hiring strangers, or consider themselves free to do so until all their former garment workers were re-employed. Nearly three months had elapsed when, on January 9, 1915, the strikers assented to the employers' offer and declared the strike off.

HENNESSEY, MAXWELL & HENNESSEY — LYNN.

Resenting as an act of unjust discrimination the discharge of a laster by Hennessey, Maxwell & Hennessey, at Lynn, for alleged inefficiency, more than 400 hands left work and started a strike on October 14. The Board communicated with both parties, gave suitable advice, and, inquiring of the Chamber of Commerce, was advised that the strike would soon dissolve into an agreement of parties. Such was the case, and on Monday, October 17, all hands returned to work.

LEWIS A. CROSSETT, INC. — ABINGTON.

On October 20 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Lewis A. Crossett, Inc., shoe manufacturer of Abington, and employees in the vamping department of Factory No. 3. (112)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Lewis A. Crossett, Inc., in Factory No. 3 at Abington, for work as there performed: —

Vamping: —	Per 12 Pair.
Bal, button and Congress, double-needle machine, . . .	$0 20
Button, perforated, single-needle machine, ...	27

Per hour, 33⅓ cents.

By the Board,

Bernard F. Supple, *Secretary.*

BARTELS & THELEN COMPANY — CHELSEA.

A strike of 20 shoe cutters and all the stitchers but 2 at the factory of Bartels & Thelen Company took place early in October, and in a few days 460 were out of work. The Board interposed on October 22 and advised both parties. The representatives of the employees stated that there were many serious reductions in prices. There were also grievances that acted upon the minds of the workpeople with cumulative force. It appeared to be an attempt to combine the functions of a school with those of a factory, and the employees were expected to consider the instruction received and the opportunity for training as part payment of their labor. The employer stated he was managing a factory pure and simple in an endeavor to supply the market with a low-grade

shoe for which there was a demand, but which could not be manufactured if the cost of labor were increased; the highest grade of labor was not required and, in his opinion, as good earnings could be made on low-grade work as on high; there had been no reduction of wages; there had been a readjustment due to change in machinery, and the difficulty had been framed for him by busybodies. He would not deal with the union, but with his own employees, singly or collectively, and within these limits would be willing to follow the advice of the Board.

On October 24 the company posted the following notice: —

To our Employees.

A certain number of our employees seem to have had a grievance in consequence of which they have left our employ, and placed the adjustment of their differences in the hands of outside parties. No statement of grievance was submitted to the firm, nor were any demands made upon us.

Many of our employees have assured us that they are not in favor of the movement, and that they would gladly remain at work, but the threats of personal violence forced them to stay away. The factory was closed at noon on Friday the 23d inst., and will not reopen until the personal safety of all those who desire to work can be guaranteed.

The Massachusetts State Board of Arbitration and Conciliation heard that there was a disagreement between the firm and employees and had offered its good offices to adjust the differences and has invited the firm to a hearing to be held at the State House on Tuesday next at 10.30 A.M., there to meet a committee of the dissatisfied faction.

Many of our satisfied employees have expressed the desire to be also represented at this meeting, and have named the following persons as their spokesmen: —

Charles Marden.
Hymen Weiner.
James Pasquale.
Antonio Nicolini.
Grace Mitchell.
James Barbate.
Lena Mulley.

If you are in favor of being represented by the above instead of some outside labor leaders, who have no personal knowledge of conditions existing in our factory, and who are usually not in harmony with the best interests of either employer or employees, we shall be pleased to have you sign your name and address and return to us in enclosed envelope.

Very truly yours,
BARTELS & THELEN CO.,
Per R. E. BARTELS, *President.*

I hereby authorize the above-named persons to represent me at the hearing before the Massachusetts State Board of Arbitration and Conciliation to be held at the State House on Tuesday the 27th inst., at 10.30 A.M.

I am an employee of Bartels & Thelen Company and am entirely satisfied with conditions existing at their factory, and favor the immediate reopening of the factory under the same conditions that existed on and before Monday, the 19th inst.

The Board had separate interviews with the parties on the 27th of October, and they conferred at the State House on the 27th and 28th. An understanding was effected and reduced to writing, which the representatives of the workpeople undertook to submit to them for final action on November 3.

COMMONWEALTH OF MASSACHUSETTS,
STATE BOARD OF CONCILIATION AND ARBITRATION,
BOSTON, November 3, 1914.

In the matter of Bartels & Thelen Company and employees in their factory at Chelsea.

MEMORANDUM OF UNDERSTANDING BETWEEN THE PARTIES.

The employees are to return to work under conditions as of October 1, the time of the strike: the firm to consider with individual employee and with representatives of employees any question of price or condition under which the work is to be performed; and should any difference of opinion or controversy arise as to the terms of employment and prices to be paid which the parties are unable

to adjust by conference between them, such matters of controversy are to be settled by arbitration, and submitted to the Board in the usual form.

In providing employment no discrimination is to be made against those who engaged in the strike, and in hiring other employees preference is to be given to those who were formerly employed by the firm, during this labor trouble. Shop collectors, who are to be employees of the firm, are to be allowed to collect dues for the organization to which they belong.

This agreement shall remain in force until May 3, 1915.

R. Bartels, *President and Treasurer,*
For Bartels & Thelen Company.
William H. Watson, *Agent,*
For the Employees of Bartels & Thelen Company who are Members of the United Shoe Workers' Union, Local No. 15.

A true copy. Attest:
Bernard F. Supple, *Secretary.*

The secretary of the employees' organization notified the Board that all hands would return to work on the following day. Both parties had agreed to submit the matter to arbitration, but differences arising in matters of detail threatened to wreck all good relations. The Board arranged for another conference on the 10th of December. The debate was now confined to the prices of about 16 items of labor. The Board advised them to continue their efforts to agree and to reduce the list as much as possible, and then leave whatever remained to be decided by the arbitration of some tribunal. On the 15th, William Watson, agent for Local No. 99 of the United Shoe Workers of America, notified the company that the employees were ready to submit the prices for stitching which were then in dispute to arbitration; but the employers would not submit prices to the hazard of anybody's judgment, and

since they could not make a satisfactory agreement with the workers, they closed their factory and announced their intention of going out of business. On December 28 the Board received a letter which was substantially as follows: that the factory which had closed was about to resume operations, and in hiring employees ignored their organization and the agreement of November 3. This was a new phase of the controversy which the shoe workers desired the Board to investigate.

A hearing was given on December 30. Mr. Bartels appeared and stated that the company had dissolved; that the business would be conducted in the future under the same title by others of the same name, — it was not determined whether in Chelsea or even in Massachusetts. The old company had no employees, and any controversy between the new Bartels & Thelen Company and its employees was something with which the respondent had nothing to do.

The difficulty at the factory continued to occupy the attention of the members of the union and the new firm, and attempts were made to carry the negotiations forward from the point where it had ended under the former employer. The Board has advised the parties in relation to the matter several times.

T. D. BARRY COMPANY — BROCKTON.

On October 22 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between T. D. Barry Company, shoe manufacturer of Brockton, and lasters. (108)

Having considered said application, heard the parties by their duly authorized representatives and investigated the character of the work and the conditions under which it is performed, which is the

subject-matter of the controversy, the Board decides that the "Blazer" last in the factory of T. D. Barry Company at Brockton is not high-toed.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

PRESTON B. KEITH SHOE COMPANY — BROCKTON.

On October 22 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Preston B. Keith Shoe Company of Brockton and lasters. (109)

Having considered said application, heard the parties by their duly authorized representatives and investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, the Board decides that the "Joywalk" and "Nugget" lasts in the factory of Preston B. Keith Shoe Company at Brockton are not high-toed.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

J. M. O'DONNELL & CO. — BROCKTON.

On October 22 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between J. M. O'Donnell & Co., shoe manufacturers of Brockton, and lasters. (110)

Having considered said application and heard the parties by their duly authorized representatives and investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, the Board decides that the "Noxall" last in the factory of J. M. O'Donnell & Co. at Brockton is high-toed.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

M. A. PACKARD COMPANY — BROCKTON.

On October 22 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between M. A. Packard Company, shoe manufacturer of Brockton, and lasters. (111)

Having considered said application, heard the parties by their duly authorized representatives and investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, the Board decides that the "Pelham," "Sophomore," "Berkeley" and "Crown" lasts in the factory of M. A. Packard Company at Brockton are high-toed.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

COMMONWEALTH SHOE AND LEATHER COMPANY — WHITMAN.

On October 27 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Commonwealth Shoe and Leather Company of Whitman and levelers. (104)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 6 cents per 12 pair for leveling shoes on the Acme machine, and 5 cents per 12 pair for leveling boots on the automatic machine, be paid by the Commonwealth Shoe and Leather Company at Whitman for the work as there performed.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

IDEAL BABY SHOE COMPANY — DANVERS.

Notice of strike of cutters at the factory of the Ideal Baby Shoe Company at Danvers was the occasion of a visit to both parties and of conferences resulting in an agreement whereby the strike was declared off and the cutters returned to their benches on October 29, and the parties joined in requesting the Board's decision of the points in controversy. The application required by law was jointly signed but not delivered to the Board, and the matter seemed to have been forgotten by the parties in interest.

Once arbitration has been invoked or suspended each petitioner should of his own motion advise the Board of any change of attitude. Otherwise it must be assumed that parties so peacefully inclined have found it an easy matter either to go farther and terminate the dispute by agreement or to allow it to lapse. It would be inconsistent with the functions of this Board to revive the memory of a controversy that had been abandoned.

C. & T. DOWD — NATICK.

Information of a controversy in the shop of C. & T. Dowd of Natick, shoe manufacturers, was received on November 3. On the 9th the employees invoked the Board's services as mediator. Two conferences were held at the State House after separate interviews with the parties at Natick. A final conference was assigned to November 30 and postponed on the firm's motion with consent of the parties until after the midwinter stocktaking. The controversy has not since then been brought forward.

J. H. WINCHELL & CO., INC. — HAVERHILL.

On November 5 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between J. H. Winchell & Co., Inc., shoe manufacturer of Haverhill, and heelers. (98)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by J. H. Winchell & Co., Inc., at Haverhill, for work as there performed: —

	Per 12 Pair.
Heel-nailing, Rapid-nailer: —	
F. Cuban heel,	$0 05
Heel-nailing, Lightning nailer: —	
Spring heels,	05
Regular work,	No change.
Samples,	Price and one-half.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

I. H. DINNER COMPANY — BOSTON.

November 16 and 17 brought knowledge of a controversy between I. H. Dinner Company of Boston and capmakers in their employ. It appeared from the statements of both parties that formerly the employer or a firm of the same name had done a larger business and ceased to do any. Recently, the employer in interest had started business with a smaller number of capmakers than had been employed by a firm of that name. They were advised to remain friendly and wait till business improved, so as to take on those of the group of

workmen that were disappointed for at least a part of the working day, and if any dispute then arose to come again for further advice. They withdrew expressing satisfaction and did not return.

W. & V. O. KIMBALL — HAVERHILL.

On November 27 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between W. & V. O. Kimball, shoe manufacturers of Haverhill, and employees in the heeling department. (116)

Having considered said application, heard the parties by their duly authorized representatives and investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, the Board awards that the following prices be paid by W. & V. O. Kimball at Haverhill, for work as there performed: —

Heel-shaving: —	Per 12 Pair
Regular rubber heel,	$0 03½
Orthopedic heel, leather or pulp,	03

By the Board.
BERNARD F. SUPPLE, *Secretary.*

W. & V. O. KIMBALL — HAVERHILL.

On December 1 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between W. & V. O. Kimball, shoe manufacturers of Haverhill, and employees in the lasting department. (117).

Having considered said application, heard the parties by their duly authorized representatives and investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, the Board awards that the fol-

lowing prices be paid by W. & V. O. Kimball at Haverhill, for work as there performed: —

	Per 12 Pair.
Toe-pounding, shoes with Beckwith-style box, extra, . . .	$0 01
Operating Consolidated machine, skeleton shoes, if spindled, extra,	03
Operating pulling-machine, skeleton shoes, . .	No change.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

E. STODDARD & SON — BOSTON.

In the first week of November there was a strike of building tradesmen, in the employ of E. Stoddard & Son of Boston, engaged in erecting a building on Edinborough Street. The firm felt aggrieved because it had always been friendly to organized labor and had received no notice. The occasion of the strike was that a subcontract had been let to a steam-fitting firm deemed unfair to organized labor because of a dispute of long standing.

Conferences of parties were held on December 8 and 9. It appeared that a busybody at Edinborough Street had posed as a foreman or other agent of E. Stoddard & Son, received notice of the intention to strike for reason then stated, and undertook to transmit it to the Stoddards, and that the builders had never been so informed.

An agreement was reached whereby the employer promised that every subcontract awarded by the firm hereafter should guarantee the employment of union labor by the subcontractor; and the employees promised to declare the strike off.

On December 11 all the strikers had returned.

T. D. BARRY COMPANY — BROCKTON.

On December 10 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between T. D. Barry Company, shoe manufacturer of Brockton, and edgetrimmers. (106)

Having considered said application and heard the parties by their duly authorized representatives, the Board awards that at the time of the rendition of the decision in the case to which the application in this case refers, namely, case No. 44, 1910, the intent of the decision is that it should apply to shoes of the kind then manufactured by the employer, the selling price of which in the near-by market to the consumer was intended to be $4 or $5 according to the kind of shoe manufactured, the word "grade" referring to the kind of shoe, its selling price to the consumer being descriptive of that kind of shoe described by the word "grade."

By the Board,

BERNARD F. SUPPLE, *Secretary.*

CASS & DALEY SHOE COMPANY — SALEM.

The following decisions were rendered on December 10: —

In the matter of the joint application for arbitration of a controversy between Cass & Daley Shoe Company and employees in its lasting department at Salem. (107)

Having considered said application, heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that Cass & Daley Shoe Company shall pay to its employees at Salem for the following kinds of work as performed in its

LASTING DEPARTMENT.

	Per 12 Pair.
Lasting sides, Consolidated Hand-method machine. Any kind of leather: —	
Men's or boys', ...	$0 08
Youths' or gents', ...	07

	Per 12 Pair.
Lasting heels and toes, No. 5 machine. Regular kinds of leather: —	
Men's,	$0 25
Boys',	24
Youths' or gents',	21
Snuffed-painted-colored-leather shoes: —	
Men's,	25
Boys',	24
Youths' or gents',	21
Full-grained Russian calf shoes: —	
Men's,	28
Boys',	24
Youths' or gents',	21
Patent leather shoes: —	
Men's,	28
Boys',	24
Youths' or gents',	21
Assembling by machine,	No change.
Pulling-over by machine,	No change.

By the Board.

BERNARD F. SUPPLE, *Secretary.*

In the matter of the joint application for arbitration of a controversy between Cass & Daley Shoe Company and edgemakers. (118)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards the following prices that Cass & Daley Shoe Company shall pay for work as performed by its edgemakers at Salem for

EDGETRIMMING.

	Per 12 Pair.
Single-soled or half-double-soled: —	
Boys',	$0 08½
Youths',	08
Gents',	07

The Board awards that there shall be no change in the present prices for edgetrimming double-soled men's, boys', youths', gents', and men's single-soled and half-double-soled shoes.

By the Board.

BERNARD F. SUPPLE, *Secretary.*

E. T. WRIGHT & CO., INC. — ROCKLAND.

On December 10 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between E. T. Wright & Co., Inc., shoe manufacturer of Rockland, and buttonhole-workers. (101)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 7½ cents shall be paid by E. T. Wright & Co., Inc., to employees at Rockland for working 100 button-holes as there performed.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

J. H. WINCHELL & CO., INC. — HAVERHILL.

On December 21 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between J. H. Winchell & Co., Inc., shoe manufacturer of Haverhill, and employees in the stitching department. (126)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by J. H. Winchell & Co., Inc., at Haverhill to employees in said department, for work as there performed: —

MEN'S WEAR.

	Per 12 Pair.
Vamping Blucher lined boots with bellows tongue: —	
Two rows with bar, two-needle machine: —	
Welt,	$0 18
McKay,	18
Four rows without bar,	20

	Per 12 Pair.
Top-stitching on undertrimmer: —	
Linings held on: —	
Regular cylinder Oxford, straight front: —	
With stitched tongue,	$0 08
Without stitched tongue,	08
Blucher Oxford,	09
Button Oxford,	10
Blucher button Oxford,	11
Button boot, top turned: —	
Waved or pointed fly, without V,	17
Band top and waved fly, without V,	18
With V, extra, 1½ cents.	
Circular-vamp Oxford: —	
Round corner,	08
Straight front, without stitched tongue,	No change.
Button boot, top turned,	No change.
Cloth-topped button boot, top turned,	No change.
Blucher bal, sides and top turned,	No change.
Cylinder bal, sides and top turned,	No change.
Closed and corded: —	
Cylinder bal, sides turned: —	
Welt,	No change.
McKay,	No change.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

G. M. PARKS COMPANY — FITCHBURG.

Skilled men, further trained in special kinds of work, installing apparatus at a distance, consuming time in travel, boarding and lodging away from home, ought to receive just pay for their labor and expenses; but rigid rules to govern the relation of employer and employed in the varying conditions of such business are difficult to enforce with distributive fairness. The G. M. Parks Company of Fitchburg, in paying its steamfitters and other mechanics who construct and erect heating and other devices, gives compensation for the

sacrifices and possible hardships that the work involves, and the bearing of the workmen has been for forty years free from the harsh expedients of a strike as the means of calling attention to real or fancied grievances.

On Monday, December 28, the news of 15 steamfitters quitting the company's employ at Bennington, N. H., was received with surprise. The Board speedily effected communication with the men and their employer. A difference or misunderstanding had culminated on the previous Saturday in the discharge of an employee, the president of the union as it happened. The men alleged that they had not been treated with due consideration by the company's representative on the job. They had been summoned in haste from their homes in different cities and towns at Christmastide for an emergency job outside the State. Some had traveled all night and others on their way had been obliged by circumstances to take such shelter as they would never choose. The temperature was thirty degrees below zero. They reported at the job at 8 o'clock on Saturday, the morning of December 26, and were dismissed for an hour to get breakfast. Soon after 9 o'clock some chance remarks about the calculation of time for that day led the men to believe that their sacrifices had been undervalued, and a dispute arose which, being reported by telephone to the Fitchburg office, led to Cleary's receiving orders to return to Fitchburg. Whether this act was a discharge or the discipline of suspension, and whether such discipline was deserved, and, if deserved, whether Cleary was singled out because he was president of the union, were matters that further discussion confused rather than clarified. The men claimed that one of the local

management told them that they might all go with Cleary if they were dissatisfied. Two remained, but 15 thereupon went to Fitchburg. The present members of the G. M. Parks Company thus faced their first experience of a strike, if strike it was.

It was not a strike in the sense of having quitted work in order to compel the employer to do something contrary to his wishes. The men claimed that they had all been discharged; but, being out, they intended to stay out until some reasonable understanding was effected. They demanded full pay for Saturday. The employer in Fitchburg paid them their wages and their Sunday expenses, but, since their attitude seemed that of strikers, he declined in the circumstances to pay for the two hours of Saturday that were in dispute. If there had been no strike he would pay; for he was always willing to do what was fair. It was for them to learn that he would not allow them to dictate, as they attempted to do when they threatened to strike. The men admitted that there had been talk of a strike, but only as a contingency and not as a threat.

At Fitchburg on December 29, in a conference of parties assembled in response to the Board's request, the foregoing and other details were argued, but no agreement was reached. The men's demands, after all explanations and excuses had been made, were that Thomas Cleary and the others should return to work and receive pay for 9 hours' work time and 2 hours spent in travel on Saturday, calculated at regular rates. After the conference the Board mediated between the parties. As a result the men modified their demands by offering to return the pay for 4 hours of Sunday travel, pro-

vided the employer would pay for the 11 hours of Saturday, and the employer was so informed by the Board. The Board renewed its mediation on December 31, and learned that Thomas Cleary and another had been re-employed. There was apparently no prejudice, yet the company had then but very little work for them to do. They believed that the employer would give them work when he had it, and were thankful to the Board for its efforts in the interests of peace.

The latest advices are that 4 men of the 15 had returned, and others had sought work elsewhere.

CHURCHILL & ALDEN COMPANY — BROCKTON.

The following decisions were rendered on December 31: —

In the matter of the joint application for arbitration of a controversy between Churchill & Alden Company, shoe manufacturer of Brockton, and employees in the stitching department of Factory No. 1. (119)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Churchill & Alden Company at Brockton in Factory No. 1, for work as there performed: —

Cementing and folding, Booth machine, one operation: —	Per 12 Pair.
Blucher fronts,	$0 04¼
Bal fronts,	02¾

By the Board,
BERNARD F. SUPPLE, *Secretary.*

In the matter of the joint application for arbitration of a controversy between Churchill & Alden Company, shoe manufacturer of Brockton, and employees in the stitching department of the Farnum factory. (120)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Churchill & Alden Company in the Farnum factory at Brockton, for work as there performed: —

	Per 12 Pair.
Cementing and folding round-corner bal, one operation, Booth machine,	$0 05
Cementing and folding button-fly by machine,	03
Cementing doubler to backstay,	01½
Eyeleting invisible eyelets to top,	04½
Eyeleting invisible eyelets, 6 or fewer,	02½

By the Board,
BERNARD F. SUPPLE, *Secretary.*

E. E. TAYLOR COMPANY — BROCKTON.

On December 31 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between E. E. Taylor Company, shoe manufacturer of Brockton, and employees in the packing department. (123)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there shall be no change in the wages paid by E. E. Taylor Company at Brockton to box-nailers during the first year of employment, and that after one year's employment as box-nailers the employees shall receive $2 a day for such work as there performed.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

BROCKTON CO-OPERATIVE BOOT AND SHOE COMPANY — BROCKTON.

On December 31 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Brockton Co-operative Boot and Shoe Company and employees in the stitching department. (124)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that $2 per day be paid by the Brockton Co-operative Boot and Shoe Company at Brockton to employees of average skill and capacity for hand and machine folding, as the work is there performed.

By the Board,

Bernard F. Supple, *Secretary.*

W. L. DOUGLAS SHOE COMPANY — BROCKTON.

On December 31 the following decisions were rendered: —

In the matter of the joint application for arbitration of a controversy between W. L. Douglas Shoe Company of Brockton and employees in the finishing department of Factory No. 2. (122)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by W. L. Douglas Shoe Company at Brockton in Factory No. 2, for work as there performed upon men's shoes: —

Scouring bottoms with pinwheel and Naumkeag attachment: —

Regular shoes, ...	No change.
Cottage-shank shoes, ...	No change.
Rivet-shank shoes, extra, per 12 pair,	1½ cents.

By the Board,

Bernard F. Supple, *Secretary.*

In the matter of the joint application for arbitration of a controversy between W. L. Douglas Shoe Company of Brockton and employees in the finishing department of Factory No. 1. (128)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by W. L. Douglas Shoe Company at Brockton in Factory No. 1, for work as there performed upon men's shoes: —

Scouring bottoms with pinwheel and Naumkeag attachment: —

Regular shoes, ...	No change.
Cottage-shank shoes, ...	No change.

Rivet-shank shoes, extra, per 12 pair, 1½ cents.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

CHURCHILL & ALDEN COMPANY — BROCKTON.

On January 7, 1915, the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Churchill & Alden Company, shoe manufacturer of Brockton, and employees in the edgemaking department of Factory No. 1. (127)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 25 cents be paid by Churchill & Alden Company in Factory No. 1 at Brockton for edgetrimming 12 pair rubber-soled shoes from heel to heel, as the work is there performed.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

E. E. TAYLOR COMPANY — BROCKTON.

On January 7, 1915, the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between E. E. Taylor Company, shoe manufacturer of Brockton, and employees in the edgemaking department. (131)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 25 cents be paid by E. E. Taylor Company at Brockton for edgetrimming (including knifing) 12 pair as the work is there performed.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

L. Q. WHITE SHOE COMPANY — BRIDGEWATER.

On February 2, 1915, the following decisions were rendered: —

In the matter of the joint application for arbitration of a controversy between the L. Q. White Shoe Company and its foxing stitchers at Bridgewater. (129)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the L. Q. White Shoe Company shall pay to said foxing stitchers at Bridgewater for stitching the foxings of 24 pair, backstay inserted, 2-needle work as there performed, 20 cents; and that there shall be no change in price of 1-needle work as there performed.

By agreement of the parties this decision shall take effect as of date of September 1, 1914.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

In the matter of the joint application for arbitration of a controversy between the L. Q. White Shoe Company and its heelbreasters at Bridgewater. (130)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the L. Q. White Shoe Company shall pay to said heelbreasters at Bridgewater for breasting 24 pair, regular work as there performed, 4½ cents; and that there shall be no change in price of breasting the heels of "Merry Widow" shoes as such work is there performed.

By agreement of the parties this decision shall take effect as of date of September 1, 1914.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

J. BROWN & SONS — SALEM.

The following decision was rendered on February 9, 1915: —

In the matter of the joint application for arbitration of a controversy between J. Brown & Sons, shoe manufacturers of Salem, and employees in the cutting department. (132)

Having considered said application and heard the parties by their duly authorized representatives and investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by J. Brown & Sons to employees in said department at Salem for work as there performed: —

	Per 72 Pair.			
	Women's.	Misses'.	Children's.	Infants'.
Outside Cutting.				
Side-seam Mary Jane,	$1 92	$1 68	$1 58	$1 48
Three-eyelet Tango,	2 04	1 68	1 58	1 48
Cleopatra Mary Jane,	2 25	1 94	1 74	1 54
La Mode Mary Jane,	2 16	1 86	1 76	1 58
Sheepskin Trimmings.				
Cut single: —				
Seamless pumps, quarter lining,	42	42	42	42
One-bar pumps,	50	50	50	50
Two-bar pumps,	50	50	50	50
Button-Oxford quarter lining, including fly lining,	50	50	50	50
Salem ankle-strap pump, quarter lining,	50	50	50	50
Theo ties, quarter lining,	30	30	–	–
Cut double: —				
Button-boot fly lining,	18	18	14	14
Blucher-boot side stay,	24	24	18	18
Circular-vamp lace boot, side stay,	20	20	16	16
Leather top stay,	18	18	14	14
Sateen Top Stays.				
Cut 4-thick,	12	12	10	10
Cotton Linings.				
Cut 8-thick: —				
Seamless pump, Blucher, Oxford or Theo tie, toe lining,	08	07	07	06

For items of cutting women's, misses', children's or infants' wear, as specified by the parties, namely: —

Outside: —
Princess, Mary Jane,
Circular lace boot,
Circular-vamp button boot,
Circular-vamp lace Oxford,
Button-Oxford, including fly,
Black-kid stock by the hour,
Linings by the hour;
Cotton linings 8-thick: —
Button or circular vamp, quarter lining,
Blucher lining vamp and quarter,
Button-Oxford toe lining,
One-bar pump toe lining,
Two-bar pump toe lining,
Three-bar pump toe lining;

the Board awards that there shall be no change in the prices of such work as there performed.

By the Board,
Bernard F. Supple, *Secretary.*

J. H. WINCHELL & CO., INC. — HAVERHILL.

On February 9, 1915, the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between J. H. Winchell & Co., Inc., shoe manufacturer of Haverhill, and employees in the treeing department. (134)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by J. H. Winchell & Co., Inc., at Haverhill, for work as there performed on men's McKay and Goodyear-welt shoes: —

Treeing on Miller power machine: —	Per 12 Pair.
Gun metal or vici; ironed on machine (by hand where necessary), filler applied and ragged off,	$0 10
Patent leather; cleaner applied and ragged off, oiled, ironed on machine (by hand where necessary), washed off with gasoline and polished,	20

By the Board,
BERNARD F. SUPPLE, *Secretary.*

W. & V. O. KIMBALL — HAVERHILL.

On February 9, 1915, the following decision was rendered: —

In the matter of the joint applications for arbitration of a controversy between W. & V. O. Kimball, shoe manufacturers of Haverhill, and employees in the treeing department. (135, 136)

Having considered said applications and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the fol-

lowing prices be paid by W. & V. O. Kimball at Haverhill, for work as there performed: —

	Per 55 Hours.
Treeing, by hand,	$16 50
Stamping,	11 00
Creasing,	11 00
Treeing on Miller power machine,	16 50

By agreement of the parties, the award as to treeing on the Miller power machine takes effect as of date of October 1, 1914.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

LEWIS A. CROSSETT, INC. — ABINGTON.

On February 9, 1915, the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Lewis A. Crossett, Inc., shoe manufacturer of Abington, and employees in the finishing department of Factory No. 1. (142)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the prices paid by Lewis A. Crossett, Inc., at Abington in Factory No. 1 for scouring top-pieces (slugs not previously ground), as the work is there performed.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

The foregoing report is respectfully submitted.

WILLARD HOWLAND,
CHARLES G. WOOD,
FRANK M. BUMP,
State Board of Conciliation and Arbitration.

MARCH 16, 1915.

APPENDIX

LAW OF CONCILIATION AND ARBITRATION.

Chapter 263 of the Acts of 1886, approved June 2, entitled "An Act to provide for a State Board of Arbitration, for the settlement of differences between employers and their employees," was amended by Acts of 1887, chapter 269; Acts of 1888, chapter 261; and Acts of 1890, chapter 385. Chapter 382 of the Acts of 1892 relates to the duties of expert assistants. A consolidation and revision of statutes went into effect December 31, 1901.

Chapter 106, Revised Laws (amended by Acts of 1902, chapter 446, and by Acts of 1904, chapters 313 and 399), providing for the adjustment of labor controversies, etc., was re-enacted in Acts of 1909, chapter 514, entitled "An Act to codify the laws relating to labor," which went into effect October 1, 1909. The codified law (amended by Acts of 1913, chapter 444, and Acts of 1914, chapter 681) contains the following provisions: —

Labor Law.

[STATE BOARD.]

Section 10. There shall be a state board of conciliation and arbitration consisting of three persons one of whom shall, annually, in June, be appointed by the governor, with the advice and consent of the council, for a term of three years from the first day of July following. One member of said board shall be an employer, or shall be selected from an association representing employers of labor, one shall be selected from a labor organization and shall not be an employer of labor and the third shall be appointed upon the recommendation of the other two, or if the two appointed members do

not, at least thirty days prior to the expiration of a term, or within thirty days after the happening of a vacancy, agree upon the third member, he shall then be appointed by the governor. Each member shall, before entering upon the duties of his office be sworn to the faithful performance thereof, and shall receive a salary at the rate of two thousand five hundred dollars a year and his necessary travelling expenses and other expenses, which shall be paid by the commonwealth. The board shall choose from its members a chairman, and may appoint, and may remove, a secretary of the board and may allow him a salary of not more than fifteen hundred dollars a year. The board shall, from time to time, establish such rules of procedure as shall be approved by the governor and council, and shall, annually, on or before the first day of February make a report to the general court.

Duties and Powers.

Section 11. A mayor of a city or the selectmen of a town, having knowledge that a strike or lockout such as is described in this act is seriously threatened or actually occurs in such city or town, shall at once give notice to the state board. Notice may be given by the employer or by the employees concerned in the controversy, strike, or lockout. When the state board has knowledge that a strike or lockout, which involves an employer and his present or former employees, is seriously threatened or has actually occurred, and such employer at that time is employing, or upon the occurrence of the strike or lockout, was employing not less than twenty-five persons in the same general line of business in any city or town in the commonwealth, the state board shall, as soon as may be, communicate with such employer and employees and endeavor by mediation to obtain an amicable settlement, or endeavor to persuade them to submit the controversy to a local board of conciliation and arbitration or to the state board. If a settlement is not agreed upon and the parties refuse to submit the matter in dispute to arbitration, the state board shall investigate the cause of such controversy and ascertain which of the parties thereto is mainly responsible or blameworthy for the existence or continuance of the same, and shall, unless a settlement of the controversy is reached, make and publish a report finding such cause and assigning such responsibility or blame. The state board may employ agents to assist in the said investigation. Said board shall, upon the request of the governor, investigate and report upon a controversy if in his opinion

it seriously affects or threatens seriously to affect the public welfare. The state board shall have the same powers for the foregoing purpose as are given to it by the provisions of the four following sections. The state board shall by publication or otherwise inform employers and employees of their duty to give notice to the state board before resorting to a strike or lockout and of the provisions of this act affecting the rights of employers and employees relative to industrial disputes.

Section 12. If a controversy which does not involve questions which may be the subject of an action at law or suit in equity exists between an employer, whether an individual, a partnership or corporation employing not less than twenty-five persons in the same general line of business, and his employees, the board shall, upon application as hereinafter provided, and as soon as practicable, visit the place where the controversy exists and make careful inquiry into its cause, and may, with the consent of the governor, conduct such inquiry beyond the limits of the commonwealth. The board shall hear all persons interested who come before it, advise the respective parties what ought to be done or submitted to by either or both to adjust said controversy, and make a written decision thereof which shall at once be made public, shall be open to public inspection and shall be recorded by the secretary of said board. A short statement thereof may, in the discretion of the board, be published in the annual report, and the board shall cause a copy thereof to be filed with the clerk of the city or town in which said business is carried on. Said decision shall, for six months, be binding upon the parties who join in said application, or until the expiration of sixty days after either party has given notice in writing to the other party and to the board of his intention not to be bound thereby. Such notice may be given to said employees by posting it in three conspicuous places in the shop or factory where they work.

Section 13. Said application shall be signed by the employer or by a majority of his employees in the department of the business in which the controversy exists, or by their duly authorized agent, or by both parties, and if signed by an agent claiming to represent a majority of the employees, the board shall satisfy itself that he is duly authorized so to do; but the names of the employees giving the authority shall be kept secret. The application shall contain a concise statement of the existing controversy and a promise to

continue in business or at work without any lock-out or strike until the decision of the board, if made within three weeks after the date of filing the application. The secretary of the board shall forthwith, after such filing, cause public notice to be given of the time and place for a hearing on the application, unless both parties join in the application and present therewith a written request that no public notice be given. If such request is made, notice of the hearings shall be given to the parties in such manner as the board may order, and the board may give public notice thereof notwithstanding such request. If the petitioner or petitioners fail to perform the promise made in the application, the board shall proceed no further thereon without the written consent of the adverse party.

Section 14. In all controversies between an employer and his employees in which application is made under the provisions of the preceding section, each party may, in writing, nominate fit persons to act in the case as expert assistants to the board and the board may appoint one from among the persons so nominated by each party. Said experts shall be skilled in and conversant with the business or trade concerning which the controversy exists, they shall be sworn by a member of the board to the faithful performance of their official duties and a record of their oath shall be made in the case. Said experts shall, if required, attend the sessions of the board, and shall, under direction of the board, obtain and report information concerning the wages paid and the methods and grades of work prevailing in establishments within the commonwealth similar to that in which the controversy exists, and they may submit to the board at any time before a final decision any facts, advice, arguments or suggestions which they may consider applicable to the case. No decision of said board shall be announced in a case in which said experts have acted without notice to them of a time and place for a final conference on the matters included in the proposed decision. Such experts shall receive from the commonwealth seven dollars each for every day of actual service and their necessary travelling expenses. The board may appoint such additional experts as it considers necessary, who shall be qualified in like manner and, under the direction of the board, shall perform like duties and be paid the same fees as the experts who are nominated by the parties.

Section 15. In all cases of investigation and inquiries made by the board, and in all proceedings before it, any member thereof may

summon witnesses and may administer oaths and take testimony. The fees of such witnesses for attendance and travel shall be the same as in the case of witnesses before the superior court. Each witness shall certify in writing the amount of his travel and attendance, and the amount due to him shall be paid forthwith by the board, for which purpose the board may have money advanced to it from the treasury of the commonwealth as provided in section thirty-five of chapter six of the Revised Laws, as amended by section one of chapter three hundred and sixty-nine of the acts of the year nineteen hundred and five.

[*Local Boards.*]

Section 16. The parties to any controversy such as is described in section thirteen of this act may submit the controversy in writing to a local board of conciliation and arbitration which may be composed either of three members mutually agreed upon, or of a member designated by the employer, a member chosen by the employees, or their duly authorized representative, and a third, who shall be chairman, chosen by those two. Such board shall have and exercise, relative to matters referred to it, all the powers of the state board, and its decision shall have such binding effect as may be agreed upon by the parties to the controversy in the written submission. Such board shall have exclusive jurisdiction of the controversy submitted to it, but it may ask the advice and assistance of the state board. The decision of such board shall be rendered within ten days after the close of any hearing held by it, and shall forthwith be filed with the clerk of the city or town in which the controversy arose, and a copy thereof shall be forwarded by said clerk to the state board. Each of such arbitrators shall be entitled to receive from the treasury of the city or town in which the controversy submitted arose, with the approval in writing, of the mayor of the city or the selectmen of the town, the sum of three dollars for each day of actual service, not exceeding ten days for any one arbitration.

Veterans in the Civil Service.

Revised Laws, Chapter 19, as amended by Acts of 1905, Chapter 150.

Section 23. No veteran who holds an office or employment in the public service of the commonwealth, or of any city or town therein, shall be removed or suspended, or shall, without his consent, be trans-

ferred from such office or employment, nor shall his office be abolished, nor shall he be lowered in rank or compensation, except after a full hearing of which he shall have at least seventy-two hours' written notice, with a statement of the reasons for the contemplated removal, suspension, transfer, lowering in rank or compensation, or abolition. The hearing shall be before the state board of conciliation and arbitration, if the veteran is a state employee, or before the mayor of the city or selectmen of the town of which he is an employee, and the veteran shall have the right to be present and to be represented by counsel. Such removal, suspension or transfer, lowering in rank or compensation, or such abolition of an office, shall be made only upon a written order stating fully and specifically the cause or causes therefor, and signed by said board, mayor or selectmen, after a hearing as aforesaid.

Procuring Employees during Labor Disputes.

Acts of 1913, Chapter 444; Acts of 1914, Chapter 347; General Acts 1915.

Section 1. If an employer, during the continuance of a strike among his employees, or during the continuance of a lockout or other labor trouble among his employees, publicly advertises in newspapers, or by posters or otherwise, for employees, or by himself or his agents solicits persons to work for him to fill the places of strikers, he shall plainly and explicitly mention in such advertisements or oral or written solicitations that a strike, lockout or other labor disturbance exists among his employees.

Section 2. No employer, during the continuance of a strike, lockout or other labor trouble among his employees, shall directly or indirectly procure or attempt to procure persons to fill the places of employees involved in such strike, lockout or other labor trouble, if such persons are or have been solicited by means of advertisements or oral or written statements in which it has not been plainly and explicitly mentioned that a strike, lockout or other labor trouble exists in the establishment where such persons are to be employed. This provision shall apply whether such advertisements or oral or written solicitations were made within or without the commonwealth.

Section 3. No person, firm, association or corporation, during the continuance of a strike, lockout or other labor trouble among the

employees of another person, firm, association or corporation, shall procure, or attempt to procure, or assist in any way in procuring, or attempting to procure persons to work for such other person, firm, association, or corporation, to fill the places of employees involved in such strike, lockout or other labor trouble, if such persons are or have been solicited by advertisements or oral or written statements, whether made within or without the commonwealth, in which it has not been plainly and explicitly mentioned that a strike, lockout or other labor trouble exists in the establishment where such persons are to be employed.

Section 4. Any person, firm, association or corporation violating any provision of this act shall upon complaint of and after investigation by the state board of conciliation and arbitration be punished by a fine not exceeding one hundred dollars for each offence.

Section 5. The provisions of this act shall cease to be operative when the state board of conciliation and arbitration shall determine that the business of the employer, in respect to which the strike or other labor trouble occurred, is being carried on in the normal and usual manner and to the normal and usual extent. Said board shall determine this question as soon as may be, upon the application of the employer.

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